

DIVIDER

LIBER NO

228

Ralph A. Indolfi et ux

To

Filed and Recorded November 7th 1949 at 1:45 P.M.

The Equitable Life Assurance Society of the United States

Mortgage

(Stamps \$17.50)

MORTGAGE ON REAL ESTATE

THIS MORTGAGE, made this Fifth day of November, 1949, by and between Ralph A. Indolfi and Florence C. Indolfi, his wife, of Allegany County State of Maryland, parties of the first part and The Equitable Life Assurance Society of The United States a corporation organized and existing under the Laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part; the said parties of the first part being herein-after known and designated as the mortgagors, and the said party of the second part being herein-after known and designated as the mortgagee, witnesseth:

WITNESSETH, WHEREAS, the said Ralph A. Indolfi, and Florence C. Indolfi, his wife, are justly indebted to the said mortgagee in the sum of Sixteen Thousand Dollars (\$16,000.00) and have agreed to pay the same with interest thereon according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the first of which is due and payable on the 5th day of Dec. 1949.

NOW, THEREFORE, in consideration of said loan and for the purpose of securing the payment to the said mortgagee of the same, with the interest thereon, the said mortgagors Ralph A. Indolfi and Florence C. Indolfi, his wife, do hereby bargain, sell, give, grant, convey, release, and confirm unto the said mortgagee and to its successors and assigns, forever, the following described property in Cumberland, County of Allegany, State of Maryland, to-wit:

FIRST: All that property on Johnson Heights in Cumberland, Allegany County, Maryland, known as Lot No. 6, Block No. 6 as shown on a revised Plat of Johnson Heights Addition dated April 1936, and recorded among the Land Records of Allegany County, Maryland, in Plat Book No. 1 Folio 44, which said Lot is more particularly described as follows:

LOT NO. 6 Block No. 6

Beginning for the same at a point along the westerly side of Louisiana Avenue, at the division line between Lots Nos. 5 and 6 of Block No. 6 said point of beginning, being also distant 185 feet measured in a northerly direction along the westerly side of said Louisiana Avenue from its intersection with the northern side of Prince George Street, and running thence with the westerly side of Louisiana Ave. North 2 degrees 51 minutes, East 37 feet, thence at right angles to Louisiana Ave, North 87 degrees 09 minutes west 130 feet to the easterly side of a 15 foot alley, and with it South 2 degrees 51 minutes West 37 feet to intersect a line drawn North 87 degrees 09 minutes West to the place of beginning; thence reversing said intersecting line South 87 degrees 09 minutes East 130 feet to the place of beginning.

It being the same property which was conveyed to Ralph A. Indolfi and Florence C. Indolfi his wife by Angus L. Brown and Bertha M. Brown his wife, by deed dated January 30, 1943 and recorded in Liber 195 folio 255 among the Land Records of Allegany County, Maryland.

SECOND. All that property on Johnson Heights in Cumberland, Allegany County, Maryland, known as Lot No. 7, Block No. 6 as shown on a revised plat of Johnson Heights Addition, dated April 1936 and recorded among the Land Records of Allegany County, Maryland, in Plat Book No. 1 Folio 44, which said Lot is more particularly described as follows:

LOTS NO. 7 BLOCK NO. 6 FRONTING 44.6 feet on the westerly side of Montgomery Ave. bounded and described as follows:

Beginning at a point formed by the intersection of the westerly side of Montgomery Ave. and the southerly side of Caroline Street, and running thence with the westerly side of Montgomery Ave. South 2 degrees 51 minutes West 44.6 feet to a line dividing Lots Nos. 7 and No. 6, thence along said dividing line at right angles to Montgomery Ave., North 87 degrees 09 minutes West 130 feet to a 15 foot alley, thence with said alley North 2 degrees 51 minutes East 22.03 feet

to the aforesaid southerly side of Caroline Street, and with it North 87 degrees 18 minutes East 130.6 feet to the place of beginning. All courses refer to true north.

It being the same property which was conveyed to Ralph A. Indolfi and Florence C. Indolfi, his wife, by Grace Luman, and Charles D. Luman, her husband by deed dated January 30, 1942, and recorded in Liber 195 folio 256, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

To have and to hold the above granted premises, with all the rights, improvements and appurtenances thereunto belonging or in anywise appertaining, unto said mortgagee, its successors and assigns, forever. And the said mortgagors covenant that they are seized of an indefeasible estate in fee simple in said premises and that they have a good right to sell and convey the same as aforesaid; that they are free and clear of all encumbrances and that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

And it is agreed, that until default be made in the premises, the said Ralph A. Indolfi and Florence C. Indolfi, his wife, may hold and possess the aforesaid property upon paying, in the meantime all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Ralph A. Indolfi and Florence C. Indolfi, his wife, covenant to pay when legally demandable, and until the same be fully paid will keep in full force and effect that certain policy of life insurance bearing register date Sept. 6, 1949 numbered AHO 12973554, issued by the mortgagee on the life of Ralph A. Indolfi and assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby

But in case of default being made in payment of the mortgage debt aforesaid, or if the mortgagor shall fail to pay or cause to be paid any of said instalments mentioned in said obligation, according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect and such default continue for a period of thirty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, or in the event the mortgagors shall fail to pay said taxes or assessments, as the same shall respectively become due and payable, or to pay on demand the cost of the insurance when paid by the mortgagee, or any liens or claims which may have accrued or remained thereon, or any interest when due in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable at the option of the mortgagee, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors and assigns or F. Brooke Whiting its duly constituted attorney or agent are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs, or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland, for cash and the proceeds arising from such sale to apply first: to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance to pay it over to the said Ralph A. Indolfi and Florence C. Indolfi his wife their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives heirs and assigns.

This Mortgage is made, however, subject to the following covenants, conditions and agreements that is to say:

1. If the mortgagors shall pay the indebtedness in monthly instalments as hereinbefore provided, and shall in all things do and perform all other acts and agreements by them herein agreed to be done, then and in that event only, this mortgage shall be and become null and void. And thereupon the mortgagee will enter, or cause to be entered, upon the records where said mortgage is recorded, satisfaction thereof, the expense of which the mortgagors or assigns agree to pay.

2. So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, the mortgagors agree to keep said premises and improvements in good condition and repair and to pay all taxes and assessments and other charges that may be levied or assessed upon or against the same, or which may be imposed upon the mortgagee in Maryland by reason of this mortgage investment or upon the mortgage or obligation accompanying the same, or the debt hereby secured as well as any specific mortgage tax now or hereafter imposed by law in Maryland upon said obligation and this mortgage, and as the same become due and payable; and all other debts that may become liens upon or charges against said property for repairs or for improvements that are now, or may hereafter be made thereon and not to permit any lien to accrue and remain on said premises or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this conveyance.

3. Upon the failure by the mortgagors to pay any of said taxes or assessments, or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of last resort of a decision that the undertaking by the mortgagors as herein provided to pay any taxes or assessments is legally inoperative, then and in any such event the debt hereby secured, without deduction, shall at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter enacted.

4. The mortgagors herein further agree to keep said improvements on the above described property unceasingly insured against loss by fire and if required, against loss by tornado, in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, which shall not be less than dollars, until the indebtedness hereby secured is fully paid; all policies to be written without any co-insurance clause, to be deposited with the mortgagee premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The mortgagors also agree to deliver all renewal policies, premiums paid to the mortgagee at its office in the City of New York, at least three days before the expiration of the old policies.

In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building as the mortgagee may elect.

5. And in the event the mortgagors fail to insure said property or to deliver the policies as herein agreed or to pay the taxes or assessments which may be assessed against the same, or the liens or claims which may accrue or remain thereon, the mortgagee or assigns are hereby authorized at their election to insure the same and pay the cost of such insurance, and also to

pay said taxes, liens and claims, or any part thereof, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of six percentum per annum and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

6. The mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require without being accountable for so doing to any other lien or, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

7. It is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

8. It is also understood and agreed that in the event of the death of the insured, the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy of life insurance or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied on account of the indebtedness hereby secured; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

9. It is further agreed that all the covenants and agreements of the mortgagors herein contained shall extend to and bind their executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

Witness the hands and seals of said mortgagors:

ATTEST: Ethel McCarty

Ralph A. Indolfi (SEAL)

Florence C. Indolfi (SEAL)

STATE OF MARYLAND, Allegany COUNTY TO WIT:

I hereby certify that on this--day-- 1949 before me, the subscriber, a Notary Public of the State of Maryland in and for said County personally appeared Ralph A. Indolfi and Florence C. Indolfi, his wife, the within named mortgagors and did acknowledge the foregoing to be their act and deed. And at the same time, before me, also personally appeared F. Brooke Whiting agent and attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Brooke Whiting further and in like manner affirms that he is attorney and agent for the within named mortgagee and that he has authority to make this affidavit.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notarial Seal)

Ethel McCarty, Notary Public.

Francis Joseph Read

Mortgage

To Filed and Recorded November 7th 1949 at 2:40 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$2.20)

THIS MORTGAGE, Made this 4th day of November in the year nineteen hundred and Forty-Nine by and between Francis Joseph Read (unmarried) of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Francis Joseph Read (unmarried) stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year the first pro-rata quarterly interest hereunto to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Francis Joseph Read (unmarried) does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to wit:

All those lots or parcels of land known and designated as Lots Nos. 5, 6, and 7, Block 48 in Etomac Park Addition, situated on or near River Road (now called McMullen Boulevard) three miles westward of the City of Cumberland, in Allegany County, Maryland, which said lots hereby intended to be conveyed are more particularly described as follows, to-wit:

LOT NO. 5: BEGINNING at a point on the Northeasterly side of Avenue K at the end of the first line of Lot No. 4 and running with said Avenue K North 38 degrees 54 minutes West 40 feet, thence at right angles to said Avenue K North 51 degrees 06 minutes East 120 feet to a 20 foot alley and with it South 38 degrees 54 minutes East 40 feet to the end of the second line of said Lot No. 4 and reversing said second line South 51 degrees 06 minutes West 120 feet to the place of beginning.

LOT NO. 6: BEGINNING at a point on the Southeasterly side of Avenue K at the end of the first line of Lot No. 5 and running with said Avenue K North 38 degrees 54 minutes West 40 feet, thence at right angles to said Avenue K North 51 degrees 06 minutes East 120 feet to a 20 foot alley and with it South 38 degrees 54 minutes East 40 feet to the end of the second line of said Lot No. 5, and reversing said second line South 51 degrees 06 minutes West 120 feet to the place of beginning.

LOT NO. 7: BEGINNING at a point on the Northeasterly side of Avenue K at the end of the first line of Lot No. 6 and running with said Avenue K North 38 degrees 54 minutes West 40 feet, thence at right angles to said Avenue K North 51 degrees 06 minutes East 120 feet to a 20

Compared and Mailed
To City Clerk
Nov 15 1949

foot alley and with it South 38 degrees 54 minutes East 40 feet to the end of the second line of said Lot No. 6 and reversing said second line South 51 degrees 06 minutes West 120 feet to the place of beginning.

It being the same property which was originally conveyed unto the said Francis Joseph Read and Mary Janette Read, his then wife, by Howard L. Huff and others, by deed dated May 23rd, 1944, and recorded in Liber 199, Folio 488, one of the Land Records of Allegany County, . The said Mary Jeanette Read was divorced absolutely from Francis Joseph Read on November 1st, 1949, as will be seen by reference to the proceedings in No. 21450 Equity. The said Francis Joseph Read and Mary Janette Read, his wife, conveyed the above property unto William A. Huster as Trustee by deed dated October 28, 1949, and after a Divorce Decree was filed, said William A. Huster as Trustee, agreeable to the purposes of his trust, conveyed the same property back to Francis Joseph Read as will be seen by reference to deed dated November 2, 1949,.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two thousand (\$2,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer the mortgagor may retain possession of the mortgaged property upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the bal-

ance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two thousand Dollars and to cause the policy or policies issued therefor to be framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:
Thomas L. Keech

Francis Joseph Read (SEAL)
(unmarried)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 7th day of November in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Francis Joseph Read (unmarried) and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President and agent or attorney for said corporation, and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

J. R. Rowsey T/A etc.

Chattel Mortgage

To Filed and Recorded November 5th 1949 at 11:30 A.M.

Lester Reynolds, et al, Trustee

(Stamps \$5.50)

THIS CHATTEL DEED OF TRUST, Made this 3d day of November, 1949, between J. R. Rowsey, doing business as COG CITY DISTRIBUTING COMPANY, of South Charleston, Kanawha County, West Virginia hereinafter called "Grantor", and LESTER REYNOLDS, of Keyser, Mineral County, West Virginia, and Vincent V. Chaney, of Charleston, Kanawha County, West Virginia, as Trustees, parties of the second part;

WITNESSETH: That for the purpose of securing payment of the indebtedness hereinafter described, the Grantor grants unto the said parties of the second part, as Trustees, the following described personal property, to-wit:

1. One (1) Chevrolet Truck, year model 1946, Serial Number 3PSA1486, Motor Number DAA555919, Weight Capacity 4,680, Two Ton, Title No. A63431, pneumatic tires.
2. One Reo Truck, year model 1946, Serial Number 19C29992, Motor Number 108A21567, Weight Capacity 7,500 One and one-half Ton, Title No. A27585, pneumatic tires.
3. One Reo Truck, year model 1946, Serial Number 33119 Motor Number 109A24914 Weight

Capacity 6,191- One and one-half Ton. Title No. A27772, pneumatic tires.

IN TRUST, HOWEVER, to secure unto the Cumberland Brewing Company, a Maryland corporation of Cumberland, Maryland, payment of the sum of Five Thousand, Three Hundred Twenty-Seven Dollars and forty-four cents (\$5,327.44) evidenced by a negotiable promissory note of like amount, bearing even date herewith, executed by E. L. Rowsey Sr., Stachia R. Rowsey, and J. R. Rowsey, and payable to the order of the Cumberland Brewing Company, at its place of business in Cumberland, Maryland, on or before the 30th day of November, 1949, together with interest at the rate of six percent (6%) per annum.

IN TRUST ALSO, to secure the payment of any and all renewals of said note, in whole or in part, however changed in form or amount.

The Grantor covenants that he is the lawful owner of said personal property, that the same is free from all liens, and that he has the sole and exclusive right to execute this deed of trust.

It is agreed that the Cumberland Brewing Company shall have and retain possession of the said personal property and may use the same until the indebtedness hereby secured is paid in full, or until default occurs in the payment of the above described note and until sale of the said personal property be made by the said Trustees in the manner hereinafter provided.

The Grantor agrees to obtain fire and theft insurance on said personal property and other insurance requested by the holder of the secured indebtedness. Such insurance shall be in form and amounts satisfactory to the holder of the secured indebtedness. Said holder as a creditor of the Grantor is authorized to purchase any or all of said insurance at the Grantor's expense and any or all premiums on said insurance paid by the holder shall be secured by this indenture. The Grantor hereby assigns to the holder of the secured indebtedness all monies, not in excess of the unpaid balance hereunder payable under such insurance either in payment of loss or unearned premiums and directs any Insurer to make payment direct to said holder and appoints said holder as Attorney in Fact to endorse any draft evidencing such payment.

In the event of default in the payment of the above described note within five (5) days after the same becomes due and payable, the holder of said indebtedness or the said Trustees, or either of them shall have the right to take immediate possession of said personal property wherever it may be found, whereupon the said Trustees shall, at the request of the holder of said indebtedness, make sale of said property at such time and place as they may elect and in the manner provided by statute for sale of personal property under a deed of trust, except that such sale may be for cash, and if the Grantor be not within the county or can not be found notice of such sale shall be sufficient if given by the Trustees to the Grantor at least twenty (20) days prior to the date of sale by United States mail, addressed to the Grantor at his last known post office address. Publication and posting of the notice are hereby waived.

It is agreed that any sale hereunder of which notice may hereafter be given, may be postponed or continued from time to time by the Trustees, their agent or attorney, by public announcement thereof at the place of sale designated in the notice, and it is further agreed that either of the Trustees herein named may act alone and without the other in performing any of the duties of the Trustees hereunder.

WITNESS the following signature and seal.

J. R. Rowsey (SEAL)
d/b/a Cog City Distributing
Company

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, To-wit:

I, Vincent V. Chaney, a Notary Public in and for said county and state, do certify that J. R. Rowsey, doing business as Cog City Distributing Company, whose name as such is signed to the

foregoing writing bearing date the 3d day of November, 1949, has this day acknowledged the same before me in my said county.

Given under my hand this 3d day of November, 1949.

My commission expires Mar. 19, 1958.

(Notarial Seal)

For Partial Release of C Mortgage see Mortgage Record Liber No. 198, folio 445, Kanawha County, West Virginia

Vincent V. Chaney
Notary Public in and for Kanawha
County, West Virginia

Daniel A Langer et ux

To

Filed and Recorded November 5th 1949 at 10:10 A.M.

Mortgage

The Commercial Savings Bank of Cumberland, Maryland

THIS MORTGAGE, Made this 4th day of November in the year nineteen hundred and forty nine, by and between Daniel A. Langer and Margaret J. Langer his wife, of Allegany County, State of Maryland of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Fifty Five Hundred (\$5,500.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 4½% per annum payable monthly and in monthly payments on the principal of not less than One Hundred and Fifty (\$150.00) Dollars.

NOW, THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns the following property, to-wit:

FIRST: All that lot or parcel of ground situated on the North side of Centre Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a point on the Northerly side of North Centre Street distant 53.06 feet measured in a Westerly direction along the Northerly side of said North Centre Street from its intersection with the Westerly side of Valley Street, and running thence with the Northerly side of North Centre Street, North 62 degrees 10 minutes west 49 feet; thence North 25 degrees 45 minutes East 152.4 feet to the Southerly side of Necessity Street; thence with the Southerly side of Necessity Street, South 62 degrees 10 minutes East 48.5 feet; Thence South 25 degrees 35 minutes West 152.4 feet to the place of beginning.

Being the same property conveyed to the said Daniel A. Langer et ux in three deeds, one from Zelma Pauline Phillips et vir dated January 19, 1944, and recorded in Liber No. 198, folio 445, one of the Land Records of Allegany County, Maryland; one from Charlotte Christina Raab et vir dated February 15, 1944, and recorded in Liber No. 198, folio 539, one of said Land Records; the other from Blanche Augusta Gillum et al dated October 9, 1944, and recorded in Liber No. 201, folio 641, one of said Land Records.

SECOND: All those parcels of ground situated on North Centre Street, in the City of Cumberland, Allegany County, Maryland, which are described and conveyed in the deed from Thomas Lohr Richards and James Alfred Avrett, Trustees, to Daniel A. Langer and Margaret J. Langer, his wife, dated September 17, 1947, and recorded in Liber No. 217, folio 164, one of said Land Records.

THIRD: All that lot or parcel of land lying in the City of Cumberland, State of Maryland, consisting of Lot No. 4 and part of Lot No. 5 in Fairview Addition to the City of Cumberland, Maryland, and described in one parcel as follows:

Beginning for the same at a point on the West side of Furnace Street in said City, it being the end of the first line of the deed from The Real Estate and Building Company of Cumberland, Md. to Mary E. Carleton, dated March 23, 1895, and recorded in Liber No. 76, folio 626, one of the Land Records of Allegany County, Maryland, and running thence with Furnace Street, North 28-1/2 degrees East 35 feet; then North 61-1/2 degrees West 121-1/2 feet to Carbon Alley; then South 20-5/8 degrees West 35 feet 3 inches to the end of the second line of said Carleton deed; then with said second line reversed, South 61-1/2 degrees East 116-9/10 feet to the beginning.

Being the same property conveyed by Russell C. Harpich et ux to the said Daniel A. Langer et ux by deed of even date herewith and to be recorded among said Land Records. This mortgage being given to secure the purchase price for said property.

Reference to all the deeds aforementioned is hereby made for a further description, the property hereby conveyed, being all the property conveyed to the said Daniel A. Langer et ux in said deeds.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifty-Five Hundred (\$5500.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable.

-- and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property upon paying in the meantime all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial

Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns;

which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Fifty Five Hundred (\$5,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST: William C. Dudley

Daniel A. Langer (Seal)

Margaret J. Langer (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 4th day of November, in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Daniel A. Langer and Margaret J. Langer his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

FOR VALUE RECEIVED, The Commercial Savings Bank of Cumberland, Maryland, without recourse, hereby assigns to Wilbur V. Wilson Two Thousand (\$2,000.00) Dollars of this mortgage, said sum, in addition to interest, to be paid from all the first payments on the principal.

IN TESTIMONY WHEREOF, The Commercial Savings Bank of Cumberland, Maryland, has caused these presents to be signed by its Vice-President and its corporate seal affixed attested by its Assistant Secretary, this 4th day of November, 1949.

Attest:

William C. Dudley,
(Corporate Seal) Assistant Secretary

THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND,

BY Geo. C. Cook, Vice-President

Leroy E. Lehman et ux

Mortgage

To

Filed and Recorded November 4th 1949 at 2:20 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$4.40)

THIS MORTGAGE, Made this 3rd day of November in the year nineteen hundred and Forty-Nine by and between Leroy E. Lehman and Frances E. Lehman, his wife, of Allegany County, Maryland, of

Compared and Made
To Note City
Nov 15 1949

the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland of the second part hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Leroy E. Lehman and Frances E. Lehman, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Four Thousand (\$4,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 1, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said Leroy E. Lehman and Frances E. Lehman, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in or near the Town of Corrigansville, Allegany County, Maryland, more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing at the end of the first line of the first lot or parcel of ground described in the deed from William A. Gunter and Clarence Lippel, Trustees to George C. DeHaven and Margaret E. DeHaven, his wife, by deed dated May 26, 1947, and recorded among the Land Records of Allegany County, Maryland, and running thence with part of the seventh line of the first parcel of ground conveyed by the Union Mining Company to Glad C. DeHaven, by deed dated the 25th day of March, 1913, and recorded among the Land Records of Allegany County, Maryland, in Liber 112 folio 365, and still with the South side of the Mount Savage and Ellerslie State Road (Magnetic bearings as of 1922 and with horizontal measurements) North 87 degrees 30 minutes East 105 feet, thence parallel to the second line of the lot or parcel of ground aforesaid conveyed to the said George C. DeHaven and Margaret E. DeHaven, his wife, South 3 degrees 50 minutes East 127 feet, more or less until it intersects the Right-of-Way, now the Western Maryland Railroad Right-of-Way, thence with said Right-of-Way, South 85 degrees 18 minutes West 105 feet to an iron stake standing at the end of the second line of the aforesaid property conveyed to the said George C. DeHaven and Margaret E. DeHaven, his wife, thence reversing said second line, North 3 degrees 50 minutes West 131.75 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by William A. Gunter and Clarence Lippel, Trustees, by deed dated August 31, 1945, and recorded in Liber 206 Folio 205 one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Four Thousand (\$4,000.00) Dollars together with the interest thereon when and as the same becomes due and payable and in the meantime does and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor

shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage thereon and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George H. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Four Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Celestine H. Rhind

Leroy E. Lehman (Seal)

Frances E. Lehman (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, that on this 3rd day of November in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Leroy E. Lehman and Frances E. Lehman, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true

and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind Notary Public.

#####

Harold W. Valentine, et ux.

Mortgage.

To

Filed and Recorded November 4th 1949 at 2:20 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$3.30)

THIS MORTGAGE, Made this 4th day of November, in the year nineteen hundred and forty-nine, by and between Harold W. Valentine and Lulu Mae Valentine, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Harold W. Valentine and Lulu Mae Valentine, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harold W. Valentine and Lulu Mae Valentine, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that tract or parcel of land situated on the Southwesterly side of Baltimore Turnpike or State Road, about 4-1/2 miles Eastwardly from the City of Cumberland, in District No. 21, in Allegany County, Maryland, and beginning for the same at a stake planted in the corner of a fence on the southwesterly bank of the Baltimore Turnpike or State Road, distant 18 links Eastwardly from an ash tree in a fence, and running thence with the Southwesterly side of the Baltimore Turnpike, or State Road, South 43 degrees East 300 feet to a stake, at the end of said Road, thence leaving said road and running thence South 50-1/2 degrees West 24-1/2 perches to a sugar tree against the hill, thence up the hill, South 84 degrees West 17-3/4 perches to an elm against the hill, thence North 75 degrees West 24.8 perches to a locust, and running thence North 8-1/2 degrees East 15 perches to a stake in the fence at a locust stump, thence North 75 degrees East 28 perches to a small butternut, a former corner, thence North 86 degrees East 20.2 perches to the beginning. Containing 8 acres and 65 square perches.

Excepting, however, from the above described tract or parcel of land 1.62 acres

thereof conveyed by the said Harold W. Valentine, et ux, to Archibald Broadwater, et ux., by deed dated March 6, 1947, and recorded in Liber 214, Folio 8, one of the Land Records of Allegany County, and also excepting therefrom 1.12 acres thereof which was conveyed by the said Harold W. Valentine and wife to Roy Gross et ux., by deed dated May 29, 1947, and recorded in Liber 215, Folio 268, of said Land Records.

It being part of the same property which was conveyed unto the said mortgagors by The Cumberland Lumber Company by deed dated March 25, 1946, and recorded in Liber 209, Folio 175, one of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least three thousand dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said Mortgagor.

Attest: Celestine H. Rhind

Harold W. Valentine (SEAL)

Lulu Mae Valentine (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harold W. Valentine and Lulu Mae Valentine, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Roy E. Robinson, et ux.

To

Liberty Trust Company, Cumberland, Md.

Mortgage.

Filed and Recorded November 4th 1949 at 3:20 P. M.

(Stamps \$1.10)

THIS MORTGAGE, made this 4th day of November, in the year nineteen hundred and forty-nine, by and between Roy E. Robinson and Geneva L. Robinson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

Whereas, the said Roy E. Robinson and Geneva L. Robinson, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred (\$1200.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with

interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roy E. Robinson and Geneva L. Robinson, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the southeasterly side of Hill Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. Seven (7) in Thomas Shriver's Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the southeasterly side of Hill Street, at the end of the second line of the whole lot conveyed to Jesse E. Utt, and wife, by John Q. Hawse, and wife, by deed dated March 27, 1923, and recorded in Liber No. 142, Folio 691, of the Land Records of Allegany County, and running thence with the southeasterly side of Hill Street, and the third line of said whole lot, North twenty-six and one-half (26½) degrees East thirty-six (36) feet; then with part of the fourth line of said whole lot, South sixty-three and one-half (63½) degrees West fifty (50) feet, to the southeasterly edge of a stone wall extending across said whole lot; then with the southeasterly edge of said stone wall, South twenty-six and one-half (26½) degrees West thirty-six (36) feet, to intersect the second line of said whole lot; then with part of said second line, North sixty-three and one-half (63½) degrees West fifty (50) feet to the beginning.

Also a right of way for the use and benefit of the lot above conveyed, for ingress and egress, and for laying and maintaining sewer, water, gas and other pipe lines, to and from said lot over a strip of land immediately adjoining and extending south of said lot, and described as follows:

Beginning for the same at the end of the first line of the lot conveyed by John Q. Hawse and wife to Jesse E. Utt and wife, by deed as hereinbefore set out, and running with the Bedford Road South twenty-six and one-half (26½) degrees West three (3) feet; then North sixty-three and one-half (63½) degrees West one hundred and twenty (120) feet to Hill Street; then with said street, North twenty-six and one-half (26½) degrees East three (3) feet to the end of the second line of the lot conveyed by the said John Q. Hawse and wife to the said Jesse E. Utt, and wife, by deed as hereinbefore set out, then with said second line reversed to the beginning. Said right of way to also be for the use and benefit of the other lot or lots adjoining on both sides of said right-of-way.

It being the same property which was conveyed unto the Mortgagors by Charles W. Robinson and wife, by deed dated November 4th, 1947, and recorded in Liber 218, Folio 10, of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) dollars, together with the interest thereon when and as the

To Mortgagee City
Nov 21 1949

same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least twelve Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest;

Hugh D. Shires

Roy E. Robinson (SEAL)

Geneva L. Robinson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, To wit:

I HEREBY CERTIFY, that on this 4th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Roy E. Robinson and Geneva L. Robinson, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

June I. Stimmel, et vir.

Chattel Mortgage.

To

Filed and Recorded November 9th 1949 at 8:30 A. M.

Family Finance Corporation

Account No. 15976 - Actual amount of this loan \$300.00. Cumberland, Md., November 8th 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors, in the sum of Three Hundred no/100 Dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at -- in the city of --- County of --- State of Maryland, to wit: ---
All the furniture, household appliances and equipment and all other goods and chattels now located in or about Mortgagors' residence at Rt. #4, Box 43, Oldtown Rd., in the City of Cumberland, County of Allegany, Maryland:
2 plows, 1 cultivator, 1 disk, 1 drag, 1 Silvertone table model radio, 2 overstuffed chairs, 1 3-bulb lamps, 1 sofa bed, blue; 1 oak buffet, 4 chairs, 1 table, 1 Blackstone electric washer, 2432, 1 G. M. refrigerator, 1 G. M. 68C1895 stove, 1 white cabinet, 1 iron brown bed, 1 baby maple bed, 1 single metal bed, 1 chest of drawers, oak; 1 wash stand, oak.
including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description, now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1948	Kaiser	4-Dr. Sed	K-112019	K-481-062724

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

Witness: J. H. Snyder.

James M. Raupach (SEAL)
316 Bow St.,
Cumberland, Md.

STATE OF MARYLAND, CUMBERLAND, TO WIT:

I HEREBY CERTIFY That on this Fourth day of November, in the year one thousand, nine hundred and forty-nine, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James M. Raupach, the Mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Wayne J. Shellenberger

Chattel Mortgage.

To

Filed and Recorded November 9th 1949 at 1:45 P. M.

Commercial Savings Bank of Cumberland, Md.

THIS CHATTEL MORTGAGE, made this 8th day of November, 1949, by and between Wayne J. Shellenberger, of Allegany County, Maryland, hereinafter called the Mortgagor, and The Commercial Savings Bank of Cumberland, Maryland, a corporation, hereinafter called the Mortgagee, WITNESSETH:

Whereas the said mortgagor stands indebted unto the said mortgagee in the full sum of Seven Hundred Fifty-Two and 58/100 dollars (\$725.58) payable in 18 successive monthly installments of \$41.81, each, beginning one month after the date hereof, as is evidenced by his promissory note of even date herewith.

Now, therefore, in consideration of the premises and of the sum of One Dollar, the said mortgagor does hereby bargain and sell unto the mortgagee, its successors and assigns, the following property, to-wit:

One 1950 Buick Special Sedan, Mtr. No. 56378314, Serial No. 15429550 equipped with hot water heater.

Provided if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$752.58 according to the terms of said promissory note and perform all the covenants herein agreed to be performed by said mortgagor, then this mortgage shall be void.

The mortgagor does covenant and agree, pending this mortgage, as follows: That said motor vehicle be kept in a garage situated at Cresaptown, Md., in -- except when actually being used by said mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said automobile in good repair and condition; to pay all

taxes, assessments and public liens legally levied on said automobile when legally demandable; to pay said mortgage debt as agreed; to have said automobile insured, and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee, to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof, in whole or in part, or in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared entitled to and may take immediate possession of said property, and the said mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said City, and the proceeds of such sale shall be applied first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, his personal representatives or assigns; and in case of a deficiency any unearned premiums on insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS the hand and seal of said mortgagor, the day and year first aforesaid.

Attest: William C. Dudley

Wayne J. Shellenberger (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of Nov. 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Wayne J. Shellenberger and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Cashier or Agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William C. Dudley, Notary Public.

Harry Chappell, et ux.

Mortgage.

To

Filed and Recorded November 9th 1949 at 2:35 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$2.75)

THIS MORTGAGE, made this 7th day of November, in the year Nineteen Hundred and Forty-Nine, by and between Harry Chappell and Idella Chappell, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Harry Chappell and Idella Chappell, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Five Hundred (\$2500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW THEREFORE, in consideration of the premises, and the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harry Chappell and Idella, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on what is known as Hanecamp Island in Lonaconing, Allegany County, Maryland, and being part of Lot No. 27, described as follows:

BEGINNING at the end of 20 feet on the first line of that lot which was sold and conveyed by the Second National Bank of Cumberland to Thomas E. Dailey and Miriam V. Dailey, his wife, by deed dated October 29th, 1946, and recorded in Liber No. 213, Folio 259, one of the Land Records of Allegany County, Maryland, and with part of the first line North 55 degrees 30 minutes East 60 feet then leaving said first line and running through said whole Lot North 34 degrees 30 minutes West 118 feet to a point 189 feet on the fourth line of the whole lot and with part of said fourth line South 88 degrees 10 minutes West 71.5 feet, thence South 34 degrees 30 minutes East 152 feet to the beginning.

It being the same property conveyed to the Mortgagors by Thomas E. Dailey and Miriam V. Dailey, his wife, by deed dated the 25th day of May, 1948, and recorded in Liber No. 220, Folio 594, Land Record of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due

and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least twenty-five hundred --- dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: James Park

Harry Chappell (SEAL)

Idella Chappell (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-wit:

I HEREBY CERTIFY, that on this 7th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Harry Chappell and Idella Chappell, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

Glenn Morris, et ux.

Mortgage.

To
Cumberland Savings Bank of Cumberland, Md.

Filed and Recorded November 9th 1949 at 3:20 P. M.
(Stamps \$1.65)

THIS MORTGAGE, made this 7th day of November, in the year Nineteen Hundred and Forty-Nine, by and between Glenn Morris and Nellie K. Morris, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the State of Maryland, a corporation, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said Glenn Morris and Nellie K. Morris, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Fifteen Hundred (\$1500.00) Dollars payable six months after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed and understood by and between the parties hereto that the full amount of this loan, Fifteen Hundred Dollars is to be paid in full at the end of six months, from the date hereof, that is on May 7, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Glenn Morris and Nellie K. Morris, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All those two pieces or parcels of ground situated in the City of Cumberland, in Allegany County, Maryland, at the intersection of Springdale Street and Thomas Street, Extended, and more particularly described as follows, to-wit:

FIRST: All the following described lot, piece or parcel of ground situated on the Springdale Street, in the City of Cumberland, Allegany County, Maryland; Beginning for the same at a stake standing on the fifth line of the tract of ground conveyed by Mary G. Walsh and William C. Walsh, Trustees under the Last Will and Testament of William E. Walsh, deceased, et al., to the Mayor and City Council of Cumberland, by deed dated March 9, 1929, and duly recorded among the Land Records of Allegany County, Maryland, said stake being distant 24.2 feet from the beginning of said fifth line, and running thence with Springdale Street, and a part of said 5th line, South 29 degrees 53 minutes West 40 feet to a stake, then leaving said Street and said 5th line, North 51 degrees 35 minutes West 70 feet to a stake, thence North 29 degrees 53 minutes East 40 feet to a stake, said stake standing on the Southwesterly boundary of a public lane running between Springdale and Cedar Streets and then with said Southwesterly boundary of said lane, South 51 degrees 35 minutes East 70 feet to the beginning.

SECOND: All that lot or parcel of land situated, lying and being at the Northerly corner of Springdale Street and Thomas Street, (Extended) in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning at a point on the Westerly side of Springdale Street (it being distant 6.25 feet measured perpendicularly in a westerly direction from the face of the Westerly curb

on said Springdale Street) at the end of the first line of the lot conveyed by Mary G. Walsh et al., Trustees, to the Cumberland Brewing Company, by deed dated March 9, 1929, and recorded among the Land Records in Liber No. 160, Folio 231, and running thence with the Westerly side of said Springdale Street, as above defined, South 29 degrees 53 minutes West 57.36 feet, thence North 87 degrees 39 minutes West 22.39 feet to the Easterly side of Thomas Street (as extended from Third Street to Laing Ave); thence with the Easterly side of said Thomas Street, North 29 degrees 32 minutes West 181.57 feet to the Southerly extension of the Easterly side of South Cedar Street, thence with the Southerly extension of the Easterly side of said South Cedar Street, North 24 degrees 57 minutes East 42.43 feet to intersect a line drawn North 51 degrees 35 minutes West from the beginning of the aforesaid Cumberland Brewing Company's Lot; thence reversing said intersecting line and with the southerly side of Wayne Street, South 51 degrees 35 minutes East 111.8 feet to the end of the third line of said Cumberland Brewing Company's lot and with the third and second lines thereof reversed, South 29 degrees 53 minutes West 40 feet, South 51 degrees 35 minutes East 70 feet to the place of beginning.

IT being the same property which was conveyed to Glenn Morris by The Cumberland Brewing Company of Allegany County, Maryland, by deed dated the 23rd day of January, 1940, and recorded in Liber 185, Folio 534, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Glenn Morris and Nellie K. Morris, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Hundred --- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Glenn Morris and Nellie K. Morris, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Glenn Morris and Nellie K. Morris, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, or F. Brooke Whiting, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Glenn Morris and Nellie K. Morris, his wife, their heirs or assigns and in case of advertisement under the above power but no sale, one-half of the above

commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said Glenn Morris and Nellie K. Morris, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors, assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

Attest: Ethel McCarty

Glenn Morris (SEAL)

Nellie K. Morris (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Glenn Morris and Nellie K. Morris, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, Vice-President of the Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Marcus A. Naughton further made oath in due form of law that he is the vice-president of the Cumberland Savings Bank of Cumberland, Maryland, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty, Notary Public.

Mabel M. Hardman

To

First National Bank of Cumberland, Md.

Filed and Recorded November 12" 1949 at 8:30 A. M.

Chattel Mortgage.

THIS CHATTEL MORTGAGE, made this 10th day of November, 1949, by and between Mabel M. Hardman, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a National Banking Corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, Witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of One Thousand Seventy-Five and no/100 dollars (\$1,075.00), which is payable in 18 monthly installments of Fifty-Nine and 73/100 Dollars (\$59.73) payable on the 10th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor, payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland Allegany County, Maryland:

1949 Five-Passenger Styline Chevrolet Coupe - Motor No. G.A.M. 397077
Serial No. 14GJ-J-33576.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns, absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof from the premises aforesaid, without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage, to keep it insured in some company acceptable to the Mortgagee in the sum of Full coverage Dollars (\$ ---), and to pay the premium thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

Witness the hands and seals of the party of the first part.

Attest as to all:

Mabel M. Hardman (SEAL)

H. D. Vaughan.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mabel M. Hardman, the within named Mortgagor, and acknowledged the foregoing

chattel mortgage to be her act and deed, and at the same time before me also appeared H. D. Vaughan -- of the First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said H. D. Vaughan in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

John H. Kington, et ux.

Mortgage.

To

Filed and Recorded November 12" 1949 at 9:15 A. M.

Allegany Building, Loan & Savings Co.

THIS PURCHASE MONEY MORTGAGE, Made this ninth day of November, in the year nineteen hundred and forty-nine, by and between John H. Kington and Mildred C. Kington, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Three Thousand and 00/100 Dollars, on their thirty (30) shares, class "G" stock, upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

NOW THEREFORE, this Mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot or parcel of land situate in The Cumberland Development Company's Ridgedale Addition to the City of Cumberland, in Allegany County, Maryland, the same being designated on the Plat and table of Courses and Distances of said Addition, recorded among the Land Records of Allegany County in Liber No. 123, Folio 1, as Lot No. 7, of Block No. 27 in said Addition, and described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Patterson Avenue at the end of the first line of Lot No. 6, and running thence with the Westerly side of said Patterson Avenue, South 18 degrees 11 minutes West 25 feet; thence with a line parallel to Edison Avenue, North 67 degrees 15 minutes West 93 feet to the Easterly side of Manns Terrace; thence with the Easterly side of Manns Terrace, North 30 degrees 32 minutes East 25.2 feet to the end of the second line of Lot No. 6; thence reversing said line, South 67 degrees 15 minutes, East 87 1/2 feet to the place of beginning.

BEING THE SAME property conveyed unto the said John H. Kington, et ux., by Hugh B. Mason, et ux., by a deed of even date herewith, intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage,

which is given to secure a portion of the purchase price paid by the mortgagor parties hereto for said property.

TOGETHER with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part, their heirs and assigns, make or cause to be made the payments, and perform and comply with the covenants conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said corporation, its successors or assigns, the said principal sum of Three Thousand and 00/100 dollars with interest thereon, at the rate of 6% per annum, payable in monthly payments of not less than \$30.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in December, 1949, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least three thousand and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

PROVIDED, that if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, or its assigns, or Lewis M. Wilson, its or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns, hereunder, whether the same shall have been matured or not, and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

WITNESS the hands and seals of the said parties of the first part hereto the day and year hereinbefore written.

Test: Miles S. Amick John H. Kington (SEAL)
Miles S. Amick Mildred C. Kington (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this Ninth day of November in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared John H. Kington and Mildred C. Kington, his wife, and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Miles S. Amick, Notary Public.

John H. Kington, et ux.

To

Filed and Recorded November 12th 1949 at 9:20 A. M.

Hugh B. Mason, et ux.

THIS PURCHASE MONEY MORTGAGE, made this Ninth day of November, in the year Nineteen Hundred and Forty-Nine, by and between John H. Kington and Mildred C. Kington, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Hugh B. Mason and Freda B. Mason, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the second part are justly indebted unto the parties of the first part in the full sum of Eighteen Hundred 00/100 (\$1800.00) Dollars, which the said parties of the second part hereby covenant and agree to pay unto the parties of the first part (Recording of this instrument deferred for minor corrections. Recorded on Page 73, this book)

James F. McIntosh

Chattel Mortgage.

To

Filed and Recorded November 18th 1949 at 8:30 A. M.

National Discount Corporation.

(Cumberland Branch)

THIS CHATTEL MORTGAGE, Made this 14th day of November, 1949, by James F. McIntosh, Mortgagor, and National Discount Corporation, Mortgagee.

WHEREAS, the said Mortgagor is indebted unto the said Mortgagee, in the full sum of three hundred forty one and 14/100 dollars, which said sum the said Mortgagor has agreed to repay in Eleven Consecutive Mo. Installments of Twenty-Eight and 42/100 dollars, and One Final installment of Twenty-Eight and 52/100 dollars, all of which is evidenced by a promissory note of the said mortgagor, written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1940	Dodge	Conv. Cpe.	D-14-66972	30257199

LOAN COMPUTATION:

Interest	\$ 20.47
Service Charge	13.65
Insurance	54.40
Recording Fees	2.05
To Maker	- -
Acct. #76461	<u>250.57</u>
TOTAL LOAN	\$341.14

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

WITNESS: J. H. Snyder.

James F. McIntosh (SEAL)

635 Columbia Ave.,
Cumberland, Md.

STATE OF MARYLAND, CUMBERLAND, TO WIT:

(Cumberland Branch)

I HEREBY CERTIFY, That on this 14th day of November, in the year year one Thousand Nine Hundred and Forty-Nine, before me, a notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James F. McIntosh, the Mortgagor named in the foregoing Mortgage, and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Melvin L. Hartman, et ux.

Mortgage.

To

Filed and Recorded November 12th 1949 at 10:55 A. M.

Liberty Trust Company, Cumberland, Md.

THIS MORTGAGE, Made this 10th day of November, in the year nineteen hundred and Forty-Nine, by and between Melvin L. Hartman and Grace I. Hartman, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Melvin L. Hartman and Grace I. Hartman, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Hundred and Seventy-Five (\$375.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Melvin L. Hartman and Grace I. Hartman, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situate in Allegany County, Maryland lying a short distance North of the Cumberland City line, (near the base of Wills Mountain) and being a part of a tract of 23-3/4 acres conveyed by John Trost to John W. Dilfer, by deed dated the 24th day of October, 1917, and recorded among the Land Records of Allegany County, in Liber No. 124, Folio 159, and described as follows, to-wit:

BEGINNING for the outlines of the lot herein conveyed at a stake standing on the Northwest side of a lane, said beginning bearing South 18 degrees 10 minutes West 128.1 feet from an oak witness marked with three notches, and North 29 degrees 52 minutes West 201.9 feet from a stake standing at the beginning of a lot conveyed to J. Walter Dilfer by Adam W. Dilfer, by deed dated the 21st day of August, 1926, and recorded in Liber No. 153, Folio 572, one of the aforesaid Land Records; and running thence North 51 degrees 06 minutes West 200 feet to a stake thence North 42 degrees 07 minutes East 100 feet, South 51 degrees 06 minutes East 200 feet to a stake on the Northwest side of the beforementioned land, thence with said lane, south 42 degrees 07 minutes West 100 feet to the beginning, the distance being measured horizontally, and the point of the needle being as in 1935. Containing .5 of an acre, more or less.

It being the same property which was conveyed unto the said Melvin L. Hartman as Melvin Hartman, by J. Walter Dilfer et ux, by deed dated January 22, 1935, and recorded in Liber 172, Folio 102, one of the Land Records of Allegany County.

Also, all that lot or parcel of ground in Allegany County, Maryland, lying a short distance North of the Cumberland City Line, and being part of a tract of 23-3/4 acres, conveyed by John Trost to John W. Dilfer, by deed dated October 24, 1917, and recorded among the Land Records of Allegany County, in Liber 124, Folio 159, and more particularly described as follows, to-wit:

BEGINNING for the outlines of the lot herein conveyed at the end of the third line of a lot conveyed by J. Walter Dilfer, et ux, to Melvin Hartman, by a deed dated January 22, 1935, and recorded in Liber 172, Folio 102, of said Land Records, and running thence with the aforesaid third line reversed, North 51 degrees 6 Minutes West 200 feet to a stake standing at the end of the second line of the last mentioned deed, thence leaving the lines of said deed, North 40 degrees 34 minutes East 150 feet to a stake, thence South 51 degrees 6 minutes East 200 feet to a stake on the Northwest side of a lane, thence with said lane, South 40 degrees 34 minutes West 150 feet, to the beginning; the distance being measured horizontally and the point of the needle being as in 1935, containing .7 of an acre, more or less.

It being the same property which was conveyed unto the said Melvin L. Hartman as Melvin Hartman, by J. Walter Dilfer et ux., by deed dated August 21, 1936, and recorded in Liber 175, Folio 512, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Hundred and seventy-five dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least

twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Hundred and Seventy-Five Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Melvin L. Hartman (SEAL)

Grace I. Hartman (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 10th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Melvin L. Hartman and Grace I. Hartman, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

#####

Annie Kirk Reed

Mortgage.

To

Filed and Recorded November 12th 1949 at 11:45 A. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.65).

THIS MORTGAGE, Made this 10th day of November, in the year nineteen hundred and forty-nine, by and between Annie Kirk Reed, (widow), of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Annie Kirk Reed, widow, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Annie Kirk Reed, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Northerly side of Maryland Avenue, known and designated as part of Lot Number Sixteen in Walsh and Daughterty's Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the northerly side of Maryland Avenue at a point distant in a westerly direction fifteen feet and one inch from the intersection of the said Northerly side of the said Maryland Avenue with the Easterly side of Cat Alley said point of beginning being at the end of the first line of the lot conveyed by Martin Fillingner and Christina Fillingner, his wife, to Charles Goss and Margaret Goss, his wife, by deed dated April 15th, 1905, and running thence with the Northerly side of said Maryland Avenue in a Westerly direction fifteen feet and one inch; thence Northerly and perpendicular to said Maryland Avenue, one hundred feet; thence Easterly and parallel with the first line, fifteen feet and one inch; thence in a Southerly direction and parallel to the second line, one hundred feet to the place of beginning.

Together with the right in perpetuity of a certain sewer line across the adjoining property, and running to Cat Alley, and also the right to use in perpetuity in common with the owner of adjoining property a private alleyway two and one-half (2½) feet wide bounding on the West side of the hereindescribed lot. And also subject to the right of the adjoining owners to maintain a sewer line across the herein described lot as now established, together with the right to go upon the property for the purpose of making the necessary repairs thereto.

It being the same property which was devised unto the said Annie Kirk Reed under the last will and testament of James Kirk which was admitted to probate and recorded in the office of the Register of Wills for Allegany County, and more recently said property was reconveyed to the said Annie Kirk Reed by James H. Kirk and wife by deed dated September 21st, 1949, and recorded in Liber No. 226, Folio 440.

TOGETHER with the buildings and improvements thereon, and the rights, roads,

ways, waters, privileges, and appurtenances thereunto belonging or in any wise appertaining.
TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay said debt assessments and public liens levied on said property, and on the mortgage debt/ the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Annie Kirk Reed (Widow) (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Annie Kirk Reed, widow, and she acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have here to set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Fred T. Small, et ux.

Mortgage.

To
First National Bank of Cumberland, Md.

Filed and Recorded November 12th 1949 at 11:55 A.M.

(Stamps \$11.00)

THIS MORTGAGE, made this 9th day of November, 1949, by and between Fred T. Small and Mary D. Small, his wife, of New York City, New York, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, payable one year after date with interest from date at the rate of four (4%) per cent per annum, payable quarterly.

NOW THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that lot or parcel of land situated, lying and being on the North side of Washington Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the North side of Washington Street, at the beginning of the original Town Lot Number Ninety-Eight (98) and running thence with the North side of said Washington Street, and with part of the first line of said Lot

Compared and Mailed Delivered to City
Nov. 22, 1949

Number Ninety-eight (98) South eighty-two (82) degrees thirty three (33) minutes East Sixty (60) feet; thence North seven (7) degrees nine (9) minutes East one hundred and twenty (120) feet; thence by a line parallel to said Washington Street, North eighty-two (82) degrees thirty-three (33) minutes West sixty (60) feet to the given line of said Lot Number Ninety-Eight (98); and with it, South seven (7) degrees nine (9) minutes West one hundred and twenty (120) feet to the place of beginning.

Subject, however, to the right-of-way reserved by the deed from Tasker G. Lowndes to Anna M. McCleave, dated May 1st, 1919, and recorded in Liber No. 127, Folio 328, which right-of-way is therein described as follows:

A free and unobstructed right of way ten feet wide of ingress, egress and regress, over and upon all that part of the above piece or parcel of land, described as follows, to-wit:

BEGINNING for the same at a point on the North side of Washington Street, South eighty-two (82) degrees thirty-three (33) minutes East fifty feet from the beginning of the Original Town Lot Number Ninety-Eight (98) and running thence with the North side of said Washington Street, and with part of the first line of said Lot Number Ninety-Eight (98), South eighty-two (82) degrees thirty-three (33) minutes East ten (10) feet to the end of the first line and the beginning of the second line of the parcel of land above described; and with part of said second line, North seven (7) degrees nine (9) minutes East one hundred (100) feet; thence by a line parallel to said Washington Street, North eighty-two (82) degrees thirty-three (33) minutes West ten (10) feet; thence by a line parallel with the fourth line of the parcel of land above described, South seven (7) degrees nine (9) minutes West one Hundred (100) feet to the place of beginning.

Said right-of-way having been established by the deed from Tasker G. Lowndes to Anna M. McCleave as a point right-of-way for the benefit of the properties adjoining said right-of-way.

It being the property which was conveyed to the said Fred T. Small and Mary D. Small, his wife, by deed of Jeannette Cochran Beamer, widow, et al, dated the 3rd day of August, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber 194, Folio 85.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Ten Thousand (\$10,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this

mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Ten Thousand (\$10,000) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness the hands and seals of the said mortgagors.

Witness as to both:	Fred T. Small	(SEAL)
Catherine A. Kelly.	Mary D. Small	(SEAL)

STATE OF NEW YORK, CITY OF NEW YORK, TO WIT:

I HEREBY CERTIFY, That on this 9th day of November, 1949, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Fred T. Small and Mary D. Small, his wife, and did acknowledge the foregoing mortgage to be their respective act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Alice Daniels, Notary Public.
Notary Public, State of New York
Residing in Queens County.
Queens Co. Clk's No. 1-2. Reg. No. 192-D-0
Certificate filed in
N. Y. Co. Clerk's No. 18, Reg. No. 369-D-0
Commission Expires March 30, 1950.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 12th day of November, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared H. A. Pitzer, president of The First National Bank of Cumberland, Maryland, a corporation, mortgagee in the foregoing mortgage, and made oath in due form of law that the consideration stated in the said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public

John W. Ritchie, et ux.

Mortgage.

To

Filed and Recorded November 14, 1949 at 9:10 A. M.

Fidelity Savings Bank of Frostburg, Md.

(Stamps \$1.10).

THIS MORTGAGE, Made this 12th day of November, in the year Nineteen Hundred and Forty-Nine, by and between John W. Ritchie and Nellie Ritchie, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of One Thousand Four Hundred Dollars (\$1,400.00) with interest at the rate of Six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Forty-Two 60/100 Dollars (\$42.60) commencing on the 12th day of December, 1949, and on the 12th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 12th day of November, 1952. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John W. Ritchie and Nellie Ritchie, his wife, does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT LOT, piece or parcel of ground, lying and being in Allegany County, in the State of Maryland, known and distinguished as Lot No. Two (2), it being part of a tract of land called "Walnut Level", and which said lot is more fully described by the following courses and distances, to-wit:

BEGINNING for the same at the end of the first line of Lot No. 1 on the East side of the Frostburg and Lonaconing County Road, and also being 50 feet distant from the stone marked with the letter "L", the beginning of Lot No. 1, and running thence on the East side of said County Road, South 3 degrees East 50 feet; thence North 89½ degrees East 150 feet; thence North 3 degrees West 50 feet to the end of the second line of Lot No. 1, and with said second line reversed, South 89½ degrees West 150 feet to the beginning. Containing seventy-five hundred square feet, more or less.

BEING THE SAME property which was conveyed to the said John W. Ritchie and Nellie Ritchie, his wife, by deed from Hugh K. Neilson and Zora L. Neilson, his wife, dated October 5, 1920, and recorded in Liber No. 134, Folio 502, of the Land Records of Allegany County, Maryland; to which deed reference is hereby made for a further description of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Four Hundred (\$1,400.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver

to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: Ralph M. Race

Ralph M. Race

John W. Ritchie

(SEAL)

Nellie Ritchie

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of November, in the year Nineteen Hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared John W. Ritchie and Nellie Ritchie, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me

also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have here to set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

Herbert L. Bramble, et ux.

Mortgage.

To

Filed and Recorded November 14th 1949 at 10:00 A.M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.65).

THIS MORTGAGE, made this 12th day of November, in the year nineteen hundred and forty-nine, by and between Herbert L. Bramble and Myrtle R. Bramble, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

Whereas, the said Herbert L. Bramble and Myrtle R. Bramble, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of one Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Herbert L. Bramble and Myrtle R. Bramble, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Westerly side of the Christie Road east of the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a stake at an Elm stump, marked by two small Elms, on the west bank of a small run, same point being the end of the 12th line as described in said Twigg deed, and running thence South 48 degrees 47 minutes East 360 feet to a large Elm tree standing on the North bank of said run and on the west side of the Christie Road, thence with said West side of road South 19 degrees 56 minutes West 188 feet, South 9 degrees 09 minutes West 325 feet to a stake at the Northwest intersection of the Christie Road and a

Compared and Measured 29th & 30th Nov. 22, 1949
To Myrtle R. Bramble
Myrtle R. Bramble

byroad leading to Williams Road, same point being also distant North 32 degrees 45 minutes East 53 feet from a bounded Black Oak and White Oak standing on the eastern side of the Christie Road and at the end of the 6th line of said Twigg deed; thence with a said byroad North 76 degrees West 365 feet to a post at the end of the 7th line of said Twigg deed, thence North 56 degrees 45 minutes West 165 feet to an Old Fence Line corner, thence North 32 degrees East 231 feet, thence North 27 degrees 30 minutes East 214.5 feet to a bounded Black Oak Tree, thence South 70 degrees 30 minutes East 115.5 feet to a bounded white oak tree, thence North 19 degrees, 30 minutes East 231 feet to the beginning, containing 5.5 acres, more or less.

It being the same property conveyed to Herbert L. Bramble, then unmarried, by Argyle H. Twigg and Mary E. Twigg, his wife, by deed dated the 4th day of November, 1946, and recorded among the Land Records of Allegany County, in Liber No. 212, Folio 182.

Subject to the reservation concerning a certain stream of water running through the Northeasterly portion of the above described land, which is to be used jointly with the owners of the herein described land and certain adjoining owners, all as set forth in the deed above referred to.

Excepting, however, from the above described tract or parcel of land all that part thereof heretofore conveyed by the said Herbert L. Bramble and wife to Clyde R. Dicken and wife, by deed dated July 29, 1949, and recorded in Liber No. 226, Folio 93 one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time,

place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale, or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof, made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

And the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Hundred Dollars, and to cause the policy or policies issued therefor, to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Herbert L. Bramble (SEAL)

Myrtle R. Bramble (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary public of the state of Maryland, in and for the county aforesaid, personally appeared Herbert L. Bramble and Myrtle R. Bramble, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the President and agent or Attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Harry W. Reiber

Chattel Mortgage.

To

Filed and Recorded November 14" 1949 at 3:00 P. M.

Eudora H. Brown

THIS CHATTEL MORTGAGE, made this 14" day of November, 1949, by and between Harry W. Reiber, hereinafter called the Mortgagor, and Eudora H. Brown, hereinafter called the Mortgagee, both of Allegany County, Maryland, WITNESSETH:

WHEREAS, the said mortgagor has this day loaned unto the said Mortgagee the full sum of two hundred (\$200.00) Dollars, which said sum the said Mortgagee does hereby agree to repay within one year from the date hereof.

NOW THEREFORE, in consideration of the premises and of the sum of one (\$1.00) dollar, the said Mortgagee does hereby bargain and sell unto the said mortgagor, her heirs and assigns, the following personal property:

1 1937 Chevrolet 2-Door Sedan - Engine No. 1005630, Serial No. 2 GA 06-70797.

Provided, if the said Mortgagee shall pay unto the said Mortgagee before said sum of two hundred (\$200.00) Dollars, as above provided, then this mortgage shall be valid.

In case of default of the Mortgage debt, then these presents are hereby declared to be made in trust and the Mortgagee is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said mortgagee, her heirs and assigns, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged at public auction for cash in the City of Cumberland, Maryland, upon the giving at least 10-days' notice of the time, place and terms of sale in some newspaper published in said City, and the proceeds of said sale shall be applied, first, to the payment of all expenses of said sale, including taxes and commission of eight (8%) per cent to the party making said sale, and second, to the payment of said deed, and the balance, if any to be paid to the said Mortgagee, his personal representatives or assigns.

WITNESS the hand and seal of the said Mortgagee the day and year first above written.
Witness: W. A. Wilson Harry W. Reiber (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14" day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Harry W. Reiber, and he acknowledged the foregoing Mortgage to be his act and deed, and at the same time before me also personally appeared Eudora H. Brown, the within named Mortgagee and made oath in due form of law, that the considerations in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.
(Notarial Seal) William A. Wilson, Notary Public.

Mary Eleanor Delaney, et al.

To

Mortgage.

Equitable Savings & Loan Society of Frostburg, Md.

THIS PURCHASE MONEY MORTGAGE, Made this 7th day of November, 1949, by and between Mary Eleanor Delaney, unmarried, and Francis T. Delaney and Evelyn Delaney, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor", and

Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

WHEREAS, the Mortgagee, being a member of said Society, has received therefrom a loan of Four Thousand Dollars (\$4,000.00) being the balance of the purchase money for the property hereinafter described, on his thirty and ten-thirteenth (30-10/13) shares of its stock.

AND WHEREAS, the mortgagee has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of thirty-nine and 04/100 dollars (\$39.04) on or before the seventh day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this mortgage:

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagee does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground lying in Frostburg, Allegany County, Maryland, and being part of Lot No. 9 of G. W. McCulloh's Addition to the Town of Frostburg, and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the first line of said Lot No. 9 twenty-feet from its place of beginning, and running thence with the remainder of said first line, South 61 degrees East 35 feet; thence North 29 degrees East 165 feet to First Alley; thence with said Alley, North 61 degrees West 35 feet; thence by a straight line across the whole original Lot No. 9 to the place of beginning.

IT being the same property which was conveyed by Gertrude Engle to Mary Elizabeth Delaney, et al, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagee, his heirs, personal representatives and

assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums or any deficiency in said account as hereinbefore mentioned, the mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

The Mortgagor also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the mortgagee, its successors and assigns.

AND the mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED, that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to

sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, which said sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the parties of the first part on the day and year above written.

Witness as to all:

Harry J. Boettner

Mary Eleanor Delaney (SEAL)

Francis T. Delaney (SEAL)

Evelyn Delaney (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Eleanor Delaney, unmarried, and Francis T. Delaney and Evelyn Delaney, his wife, the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner, Notary Public.

#####

Anna R. Jackson

Chattel Mortgage.

To
Filed and Recorded November 12, 1949 at 9:50 A. M.
North American Acceptance Corp. of Maryland.

THIS CHATTEL MORTGAGE, made this 10th day of November, 1949, by Jackson, Anna R., of the city/county of Cumberland/Allegany, State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$300.) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The Chattels, including household furniture, now located at 101 Independence Street
Cumberland, Allegany in said State of Maryland, that is to say: (Street Address)
(City) (County) -----

and, in addition thereto, all other goods and chattels, of like nature, and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland, Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
Plymouth	2-Dr Sedan	1940	P9-394754	B1450374	---

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00 00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments of \$25.13 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 10th day of December, 1949, and each succeeding installment shall be payable on the 10th day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 10th day of February, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof, or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "Mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable immediately, and mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever mortgagee shall elect. At any time prior to said sale, mortgagor may obtain possession of the said mortgaged personal property upon payment to mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and Seal(s) of said Mortgagor(s).

Witness: S. Burns

Mrs. Anna R. Jackson, (SEAL)

Witness: D. Aldridge

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Anna R. Jackson, the Mortgagor(s) named in the foregoing Chattel Mortgage, and acknowledged said Mortgage to be his act. And at the same time, before me also personally appeared G. R. Chappell, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

William Lee Watkinson

Chattel Mortgage.

To
Frostburg National Bank

Filed and Recorded November 15th 1949 at 8:30 A. M.

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 14th day of November, 1949, by and between William Lee Watkinson, 385 Charlestown Street, Lonaconing, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a National Banking Corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of

Seven Hundred Forty-Nine and 60/100 Dollars (\$749.60) which is payable with interest at the rate of six per cent (6%) per annum in 18 monthly installments of forty-two and no/100 dollars, (\$42.00) payable on the 14th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property, located at 385 Charlestown Street, Lonaconing, Allegany County, Maryland:

1949 Oldsmobile 4D DeLuxe - Engine Number : 8A187713H - Serial Number : 498M43032.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns, absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Seven Hundred and no/100 Dollars (\$700.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

David R. Willetts

William Lee Watkinson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Lee Watkinson the within named Mortgagor, and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

For Value Received, the Frostburg National Bank hereby releases the within and foregoing Chattel Mortgage. In Witness Whereof, the said Bank has caused its Corporate name to be signed by its President, its corporate seal to be affixed, duly attested by it - Cashier this 14th day of April 1950
Attest: F. Earl Kreitzburg, Frostburg National Bank
Cashier
By William E. Jenkins, President.
 4/18/50

Walter W. White

Mortgage.

To

Filed and Recorded November 16th 1949 at 3:55 P. M.

First National Bank of Cumberland.

(Stamps \$27.50).

THIS MORTGAGE, Made this 15th day of November, 1949, by and between Walter W. White, unmarried, of Allegany County, Maryland, party of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Twenty-Five Thousand (\$25,000.00) Dollars, payable one year after date with interest from date at the rate of four (4%) per cent per annum, payable quarterly.

NOW THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns,

FIRST PARCEL: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on the Northeast side of Centre (formerly Mill) Street, between Polk and Hanover streets, in the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a point of intersection of the East plane of the brick wall of the Habig brick building with the North side of North Centre Street, said point being

the end of the first line of that parcel of ground conveyed by Joseph I. Habig and others to J. Jones Wilson by Mortgage dated July 23, 1920, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 77, Folio 38, said point of beginning is also the beginning of all that lot or parcel of ground conveyed to F. Henrietta Williams by J. B. Williams Corporation by deed dated December 19, 1932, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 168, Folio 564, and continuing thence with the first line of said Williams deed and with the North side of said Centre Street (Vernier Readings reduced to magnetic bearings and horizontal measurements) South forty-one degrees and no minutes East twenty-eight feet; thence at right angles to North Centre Street and with the second line of said Williams deed North forty-nine degrees East fifty-five feet; thence with the third line of said Williams deed (corrected to distance) North 26 degrees East seventy one and one-half feet to a stake standing at the end of the second line of the third parcel of ground conveyed by Richard F. McMullen to Cathleen Glick Murray and others by deed dated February 4, 1932, and recorded among the aforesaid Land Records in Liber No. 167, Folio 168, said stake also stands thirty-eight feet on the fourth line of the fourth parcel of said Cathleen Glick Murray deed; thence reversing said fourth line which is at right angles to Polk Street, North sixty-six degrees, fifty-seven minutes West thirty-five and one-half feet to a stake standing two feet Southeast from the East plane of brick wall of the Habig brick building (said Stake stands South sixty-six degrees fifty-seven minutes East two feet from a point on the Habig brick building wall three and forty-three one-hundredths feet from the Northeast corner of the said Habig building) and continuing thence from said stake South twenty-eight degrees two minutes West seventy-two and two-tenths feet to the point of intersection of the two east planes of the brick wall of the Habig building; thence with the Southerly plane of brick wall of the Habig Building, South thirty-seven degrees fifty-four minutes West forty-three and one-half feet to the place of beginning.

IT being the same property conveyed to the said Walter W. White, unmarried, by F. Henrietta Williams, widow, by deed dated January 23, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 207, Folio 92.

SECOND PARCEL: All those two lots and parcels of land described in a deed from Frank M. Wilson and Fannie R. Wilson, his wife, Nellie Wilson Footer, widow, and Jeanne A. Wilson, widow, to Walter W. White, unmarried, dated the 28th day of February, 1946, recorded in Liber 210, Folio 170, one of the Land Records of Allegany County, Maryland, and being particularly described as follows:

1. All that lot or parcel of ground situated on the Northeast side of Centre Street (formerly Mill Street) between Polk and Hanover Street, in Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at the point of intersection of the North side of Centre Street with the East side of a 13-8/10 foot alley, said point of beginning is also the beginning of deed conveyed by Joseph I. Habig, et ux., et al, to Maria J. Wilson, by deed dated the 2nd day of November, 1928, and recorded in Liber No. 159, Folio 421, and also the beginning of parcel of ground conveyed by William A. Gunter, Trustee, to Frank M. Wilson, et al., by deed dated the 23rd day of May, 1938, and recorded in Liber No. 180, Folio 602, both of the Land Records of Allegany County, thence continuing with the North side of Centre Street (vernier readings reduced to magnetic bearings as of the original deeds and with horizontal measurements) South 41 degrees and no minutes East 32 feet to a point in line with the East vertical plane of the large brick building known as the "Habig Building" that stands on this lot, thence with the two East planes of this building (correcting the aforementioned deeds) North 37 degrees and 54 minutes East 43-5/10 feet, thence with the other vertical plane or wall of said building,

North 26 degrees and 27 minutes East 72-2/10 feet to the Northeast corner of aforesaid Habig Brick Building, thence with the North plane of said building, North 66 degrees and 30 minutes West 42-1/2 feet, to the East side of Kornhoff Alley, and running thence with said Alley and with the West plane of said Habig Building, South 23 degrees and 43 minutes West 99-8/10 feet to the beginning. It being part of the same property conveyed by William A. Gunter, Trustee, to Frank M. Wilson, Nellie Wilson Footer and J. Homer Wilson, by deed dated May 23, 1938, and recorded in Liber 180, Folio 602, one of the Land Records of Allegany County.

2. BEGINNING for the same at the end of the third line of Parcel No. 1 of this deed, said point being the Northeast corner of the aforesaid Habig Brick Building, and running thence reversing said third line, South 26 degrees and 27 minutes West 72-2/10 feet, thence North 28 degrees and 2 minutes East 72-2/10 feet or until it intersects the North Plane or wall of said Habig Building, extended, thence with the line of wall, North 66 degrees and 30 minutes West 2-1/2 feet to the beginning. It being part of the same property conveyed by William A. Gunter, Trustee, to Frank M. Wilson, Nellie Wilson Footer and J. Homer Wilson, by deed aforesaid.

The interest of the said J. Homer Wilson, now deceased, in both of the above parcels was devised to his wife, Jeanne A. Wilson, by his will dated June 6, 1934, and recorded in Liber "U", Folio 483, one of the Wills Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Twenty-Five Thousand (\$25,000.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some

newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns the improvements on the hereby mortgaged property to the amount of at least twenty-five thousand (\$25,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

Witness: H. C. Landis

Walter W. White (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of November, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Walter W. White, unmarried, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time, before me also appeared H. A. Pitzer, president of the First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

A. A. Helmick, Notary Public.

Violet L. Stahlman, et al.

Chattel Mortgage.

To

Filed and Recorded November 17th 1949 at 8:30 A. M.

Personal Finance Company.

Loan No. 804 - Final Due Date February 10th, 1951.

Mortgagee: Personal Finance Company of Cumberland, Room 200, Liberty Trust Co., Building, Cumberland, Md.

Mortgagor's Name and Address: Violet L. & Clyde E. Stahlman, Corrigansville, Md.

Date of Mortgage November 10th, 1949 - Actual Amount of Loan \$300.00

KNOW ALL MEN BY THESE PRESENTS, that the said mortgagor, as described above, for and in consideration of a loan in the actual amount of loan shown above made to them by the said Mortgagee as described above, which loan is repayable in 14 successive monthly instal-

ments of \$25.13 /100 each, which include interest at the rate of 3% per month on the unpaid principal balances of said loan, the first of which instalments is payable on the 10th day of December, 1949, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and payable on the final due date shown above, the receipt whereof is hereby acknowledged, to by these presents, bargain, sell and convey unto the said Mortgagee, its successors and assigns, the personal property described below in schedule marked "A", which is hereby made a part hereof by this reference. Said loan is evidenced by a promissory note of even date herewith, which note bears interest after maturity thereof at the aforementioned rate and said note provides that payment in advance may be made thereon in any amount at any time and further provides that a default in the payment of any instalment of the principal or interest thereof, or any part of either shall, at the option of the holder thereof, and without notice or demand, render the entire unpaid balance of the principal thereof and accrued interest thereon at once due and payable. The amount of loan shown in the caption is the actual amount of money lent and paid to the mortgagor.

Mortgagor acknowledges receipt of said actual amount of loan on said date of Mortgage from the said Mortgagee and authorizes said Mortgagee to pay for mortgagor's account the following items:

Present Balance	\$246.21
Interest	.74
Total Disbursements	53.05
Cash Balance	\$300.00

TO HAVE AND TO HOLD, all and singular the said personal property unto said mortgagee, its successors and assigns, forever.

PROVIDED NEVERTHELESS, That if mortgagor shall well and truly pay the said loan the said Mortgagee, according to its aforementioned terms as evidenced by said promissory note, then these presents and everything herein shall cease and be void, otherwise to remain in full force and effect.

THIS MORTGAGE is subject to the terms and conditions printed on the reverse side hereof, which are made a part hereof by this reference and the caption hereof is part of this mortgage.

The remedy herein provides shall be in addition to, and not in limitation of, any other right or remedy which mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and sale(s) of said Mortgagor(s).

Witness: B. L. Blough

Violet L. Stahlman (SEAL)

Witness: Marguerite R. Hilleary.

Clyde E. Stahlman (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 10th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Violet L. Stahlman and Clyde E. Stahlman, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

SCHEDULE "A"

A certain motor vehicle complete with all attachments and equipment, now located at the address of the Mortgagors indicated above, to wit:

Make	Motor No.	Serial No.	Body Style	Model	Year	Other Identification
Plymouth	Pl-289844	1212326	Tudor Sedan	1937		Black

Certain chattels including all household goods, now located at the address of the mortgagors indicated above, to wit:

Living Room - 2 chair, Occ., 1 chair, rocker; 1 radio, cabinet, 2 mikes, 1 LaCosta Accordion, 1 Danelectro Amplifier, 1 Vibnavox Amplifier, 1 Gibson Guitaire

Dining Room - 1 Heatrola, 1 Singer Sew. Machine.

Kitchen - - 6 chairs, chrome; 1 refrigerator, (M. Wards); 1 stove, coal; 1 table, chrome; 1 washing machine M. Wards.

Bed Rooms - - 1 bed, wal.; 2 bed, single; 1 bed, metal; 1 chiffonier, wal.; 2 dresser, 1 wal. 1 oak; 1 dressing table, wal.

and, in addition thereto all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagor's possession.

TERMS AND CONDITIONS

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises, without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest, or any part of either, as provided in said note, then the Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

Anna Mae Morton, et vir.

Mortgagee.

To Filed and Recorded November 17th 1949 at 11:20 A. M.
Liberty Trust Company of Cumberland, Md. (Stamps \$1.10).

THIS MORTGAGE, made this 15th day of November, in the year Nineteen Hundred and Forty-Nine, by and between Anna Mae Morton and Joseph Morton, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Anna Mae Morton and Joseph Morton, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31st, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Anna Mae Morton and Joseph Morton, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of land lying in the town of Lonaconing, Allegany County, Maryland, being the same parcel of land which was conveyed to Mary J. Turner by James H. White by deed dated July 15th, 1916, and recorded in Liber L. L. S. No. 119, Folio 374, one of the Land Records of Allegany County, Maryland, and being also that part or parcel of land which was sold and conveyed by the Georges' Creek Coal Company to James H. White, by deed dated January 6th, 1911, and recorded in Liber No. 109, Folio 673, of said Land Records, the part herein conveyed being described as follows:

Beginning at the end of the second line of the lot conveyed by the George's Creek Coal and Iron to Peter Hendry, by deed dated April 10th, 1899, recorded among the Land Records of Allegany County, and running thence with the first second, third and fourth lines of said deed from the George's Creek Coal Company to James H. White, North 37 degrees East forty-two (42) feet, North 47 degrees 30 minutes East forty-eight (48) feet, South 41 degrees 30 minutes East ninety-two (92) feet to the end of fifty-three (53) feet on the first line of a lot conveyed to John Lochner by the George's Creek Coal and Iron Company by deed dated June 27th, 1893, and running thence with the remainder of said line, South 57 degrees 52 minutes West sixty-one (61) feet, thence with the extension of the said fourth

line of the whole lot conveyed to the said White until it intersects the seventh line of the whole White lot (which is also the second line of the said Henry lot) and with said Seventh line sixty-eight (68) feet to the end thereof (which is also the beginning of said White Lot).

It being the same property which was conveyed unto John W. Green by Mary J. Turner, by deed dated August 20th, 1924, and recorded in Liber No. 148, Folio 77, one of the Land Records of Allegany County. The said John W. Green subsequently departed this life and by his last will and testament which was probated January 5th, 1934, and recorded in Wills Liber "Q" Folio 337, in the Office of the Register of Wills for Allegany County, he devised said property unto his daughter, as Mrs. Joseph H. Morton - she being Anna Mae Morton.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness the hand and seal of said mortgagor.

Attest: Anna M. Morton (SEAL)
Sara M. Schramm. Joseph H. Morton (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Anna Mae Morton and Joseph Morton, her husband, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.
(Notarial Seal) Sara M. Schramm, Notary Public.

Violet V. Fair, et al.

Chattel Mortgage.

To Filed and Recorded November 18, 1949 at 8:30 A. M.
North American Acceptance Corp., of Maryland.

THIS CHATTEL MORTGAGE, Made this 7th day of November, 1949, by Fair, Violet V. and William J., Westernport, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee".

WITNESSETH: That for and in consideration of the sum of One Hundred Twenty-Five Dollars (\$125.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee, the following described personal property:

The Chattels, including household furniture, now located at -- (Street Address) Westernport (City), Allegany (County) in said State of Maryland, that is to say: -----

Compared and Mailed
To Mortgagee, City
Nov 24 1949

The following described motor vehicle with all attachments and equipment, now located in Cumberland, Maryland, that is to say: -----

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments of \$25.13 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 20th day of December, 1949, and each succeeding installment shall be payable on the 20th day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 20th day of February, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that the said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable immediately, and mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor; after such possession under the terms hereof, mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee, shall be deemed to include any successors or assigns, of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).
 Witness: S. Burns George E. Zegles (SEAL)
 Witness: D. Aldridge Mrs. Betty Jane Zegles (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared George E. Zegles and Mrs. Betty Jane Zegles, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me, also personally appeared G. R. Chappell, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

John H. Kington, et ux.

Mortgage.

To

Filed and Recorded November 12th 1949 at 9:20 A. M.

Hugh B. Mason, et ux.

THIS PURCHASE MONEY MORTGAGE, Made this Ninth day of November, in the year Nineteen Hundred and Forty-Nine, by and between John H. Kington and Mildred C. Kington, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Hugh B. Mason and Freda B. Mason, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the parties of the second part in the full sum of Eighteen Hundred 00/100 (\$1800.00) Dollars, which the said parties of the first part hereby covenant and agree to pay unto the parties of the second part in monthly installments of Fifteen Dollars (\$15.00) per month, together with interest at the rate of Five Per Cent (5%) per annum on the unpaid balance, computed monthly.

The parties of the first part shall have the privilege of paying any part or all of the indebtedness hereby secured at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain, and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situate in The Cumberland Development Company's Ridgedale Addition the City of Cumberland, in Allegany County, Maryland, the same being designated on the Plat and table of Courses and Distances of said Addition recorded among the Land Records of Allegany County in Liber No. 123, Folio 1, as Lot No. 7 of Block No. 27, in said Addition, and described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Patterson Avenue at the end of the first line of Lot No. 6, and running thence with the westerly side of said Patterson Avenue, South eighteen degrees eleven minutes West twenty-five feet; thence with a line parallel to Edison Avenue, North sixty-seven degrees fifteen minutes West ninety-three feet to the easterly side of Manns Terrace; thence with the easterly side of Manns Terrace, North thirty degrees thirty-two minutes East twenty-five and two-tenths feet to the end of the second line of lot No. 6; thence reversing said line, South sixty-seven degrees fifteen minutes East eighty-seven and one-half feet to the place of beginning.

IT being the same property which was conveyed by Hugh B. Mason and Freda B. Mason, his wife, to the parties of the second part herein, by deed dated the 9th day of November, 1949, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

This mortgage is subordinate to a mortgage from the parties of the second part of even date herewith to the Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs or assigns, the aforesaid sum of Eighteen Hundred Dollars (\$1800.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all taxes levies, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least eighteen hundred and 00/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said Mortgagors.

WITNESS: Miles S. Amick
Miles S. Amick

John H. Kington (SEAL)
Mildred C. Kington (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John H. Kington and Mildred C. Kington, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Hugh B. Mason and Freda B. Mason, his wife, the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Miles S. Amick, Notary Public.

Allen J. Grant

Chattel Mortgage.

To

Filed and Recorded November 18th 1949 at 8:30 A. M.

National Discount Corporation.

(Cumberland Branch)

(Stamps 55¢).

THIS CHATTEL MORTGAGE, made this 14th day of November, 1949, by Allan J. Grant, Mortgagor and National Discount Corporation, Mortgagee.

Loan Computation:

WHEREAS, the said mortgagor is indebted unto the

Interest \$82.37
Service Charge 20.00
Insurance 110.30
Recording Fees 2.60
To Maker 700.00

said Mortgagee in the full sum of Nine Hundred Fifteen and 27/100 dollars, which said sum the said Mortgagor has agreed to repay in Seventeen consecutive Mo. installments of Fifty and 84/100 dollars and One Final installment of Fifty and 99/100 dollars, all of which is evidenced by a promissory note of the said mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

Total Loan \$915.27

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1949	Kaiser	4-Door Sedan	K-267158	K100-049465

payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS: E. F. Hoban

Bessie M. Winters (SEAL)

WITNESS: D. A. Weisenmiller

John T. Winters, Jr. (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 18th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Bessie M. Winters and John T. Winters, Jr. (her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage, and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared D. A. Weisenmiller, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

Jesse R. Bean, et ux.

Mortgage.

To

Filed and Recorded November 18th 1949 at 3:50 P. M.

Mary D. Luteman.

(Stamps \$1.10)

THIS MORTGAGE, Made this 18th day of November, in the year Nineteen Hundred and Forty-Nine, by and between Jesse R. Bean and Ella Jane Bean, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Mary D. Luteman, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$1,300.00 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid within two years from the date hereof, with interest thereon at the rate of 6% per annum in monthly installments of \$15.00 each; said payments to include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder, or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her heirs and assigns, the following property, to-wit:

FIRST PARCEL: ALL that piece or parcel of land lying and being in Allegany County, State of Maryland, between Spring Gap and Oldtown on the Southeasterly side of the State Road running from the City of Cumberland to Paw Paw, West Virginia, and described as follows:

BEGINNING for the same on the Southeasterly side of the State Road at a point at the end of twenty feet on the first line of the deed from James W. Piper, et ux, to Albert H. Baker, et ux, dated July 15, 1941, and recorded in Liber No. 192, Folio 77, one of the Land Records of Allegany County, Maryland, and running thence with the Southeasterly side of the State Road, being also with the rest of the first line of said deed, North 72 degrees 20 minutes East 200 feet; thence leaving said Road and with part of the second line of said deed, South 17 degrees 40 minutes East 110 feet; thence South 72 degrees 20 minutes West 10 feet; thence North 17 degrees 40 minutes West 75 feet; thence in a Westerly direction, about 192 feet to the end of a line drawn South 17 degrees 40 minutes East 15 feet from the beginning; thence with said line reversed, North 17 degrees 40 minutes West 15 feet to the beginning.

SECOND PARCEL: ALL that lot or piece of ground lying in Allegany County, Maryland, on the South side of the State Road from Cumberland to Paw Paw, and about 1-1/4 miles Easterly from Spring Gap, more particularly described as follows, to-wit:

BEGINNING at a planted stone marked No. 1 on the South side of State Road and about 10 feet Northwest of Buser's House, and at the end of the first line of the land conveyed to Albert H. Baker by deed dated July 15, 1941, and running thence North 72 degrees 20 minutes East 11-1/2 perches to an iron stake close by a corner of Edward Hartsock's lot; then South 23 degrees East 4-1/4 perches to an iron stake on his Western line; then leaving his line, South 55 degrees West 13-3/11 perches to the last or second line of Albert Baker's lot; thence with it reversing, North 17-1/2 degrees West 8-2/5 perches to the beginning, containing one-half acre, more or less.

IT being the same property which was conveyed to Jesse R. Bean, et ux, by two deeds: (1) From Albert H. Baker, et ux, dated November 15, 1945, and recorded in Deeds Liber 206, Folio 141, and (2) from Howard J. Baker, dated November 14, 1945, and recorded in Deeds Liber 206, Folio 140, both of which deeds are duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs or assigns, the aforesaid sum of One Thousand Three Hundred Dollars (\$1,300.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of

Compared and Mailed Between
To Mary D. Luteman, 147 N. Lee St.
City
Nov. 18 1949

the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Three Hundred (\$1,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, or other losses to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said Mortgagors.

Witness: Ruth E. O'Donnell

Jessie R. Bean (SEAL)

Ruth E. O'Donnell.

Ella Jane Bean (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of November, in the year Nineteen Hundred and Forty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Jesse R. Bean and Ella Jane Bean, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Mary D. Luteman the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Ruth E. O'Donnell, Notary Public.

Martha A. Murray,

Mortgage.

To
Liberty Trust Company of Cumberland, Md.

Filed and Recorded November 21st 1949 at 2:00 P. M.

(Stamps \$3.30)

THIS MORTGAGE, Made this 17th day of November, in the year nineteen hundred and forty-nine, by and between Martha A. Murray, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee. WITNESSETH:

WHEREAS, the said Martha A. Murray, widow, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of the Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Martha A. Murray, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece, tract and parcel of land situate, lying and being near Allegany Grove, in Election District No. 29, Allegany County, Maryland, and described as follows, to-wit:

Beginning at a chestnut tree marked with six notches, standing at the end of the third line of the parcel of land conveyed by Webster B. Long and wife to R. P. Wilkinson and running thence with the fourth line of the Wilkinson deed, North, now the property of Charles Hinze, South 21 degrees 45 minutes East 596 feet to the right of way of the Eckhart Branch of the Consolidation Coal Co., and with said right of way, South 46-1/4 degrees West 245 feet, South 42 degrees 10 minutes West 383 feet, South 53 degrees 20 minutes West 268 feet to the line of the Old National Road and with it, North 86 degrees West 40 feet, South 72-3/4 degrees West 40 feet, then leaving said Road, North 18 degrees West 1300 feet to the end of 450 feet on eleventh line of the deed from Webster B. Long and wife and David P. Miller, Trustee, to the Allegany County Improvement Company, dated October 12, 1907, and running with said eleventh line reversed, North 41 degrees 48 minutes East 450 feet to the end of the tenth line of said last named deed, it being also a point on the second line of the first parcel of land described in a deed from the Allegany Improvement Co. to David P. Miller, et al., dated October 14, 1907, and recorded in Liber No. 102, Folio 286, one of the Land Records of Allegany County, Maryland, and with the said second line of said parcel of land, South 46 degrees East 666 feet, then North 52 degrees East 115 feet to the beginning, Containing 21-1/10 acres.

It being the same property which was conveyed to the said Martha A. Murray, by two deeds namely: One from Frank A. Perdue, et al., dated June 10, 1938, and recorded in Liber No. 178, Folio 50, among the Land Records of Allegany County, Maryland, whereby an undivided one-half interest to a foresaid property was conveyed to Martha A. Murray and by a deed from Lorenzo D. Lambert, dated June 23, 1944, and recorded in Liber 200, Folio 495, wherein the other one-half interest in this property was conveyed to Martha A. Murray.

SAVING AND EXCEPTING, however, from the operation of this mortgage, all those pieces

or parcels of land heretofore conveyed away by the prior owners in the chain of title as follows, to-wit:

(1) All that piece or parcel of land containing 10.38 acres, more or less, conveyed by Frank A. Perdew et al. to Walter R. Nazelrod, et ux. by a deed dated June 1, 1921, and recorded among the Land Records of Allegany County in Liber No. 136, Folio 702.

(2) All that piece or parcel of land containing 3-1/2 acres, more or less, conveyed by Frank A. Perdew, et al., to Walter R. Nazelrod, by a deed dated November 1, 1923, and recorded among the Land Records of Allegany County, in Liber No. 145, Folio 46.

(3) All that piece or parcel of land conveyed by Martha A. Murray et vir., to Wilbur M. Gordon et ux., by deed dated April 5, 1948, and recorded among the Land Records of Allegany County in Liber 220, Folio 16.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple, forever, subject, however, to the easements, reservations and exceptions contained in the deed from Frank A. Perdew, et al., to Lorenzo D. Lambert and Martha A. Murray, dated June 10, 1937, and recorded among said Land Records of Allegany County in Liber 178, Folio 50; specific reference to which said deed is hereby made for a more particular description thereof and subject also to the easements, reservations and exceptions contained in the deed from Lorenzo D. Lambert to Martha A. Murray, dated June 23, 1944, and recorded in Liber 200, Folio 495; specific reference to which deed is hereby made for a more particular description thereof. ---

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at

least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least three thousand (\$3,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extent to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS, the hand and seal of said mortgagor.

Attest:

Martha A. Murray

(SEAL)

Hugh D. Shires.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Martha A. Murray, widow, and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

For value received, The Liberty Trust Co., of Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signatures of said The Liberty Trust Company, of Cumberland, Maryland, by Thomas L. Keech, its Vice President, and its corporate seal, duly attested by its Assistant Secretary, this 17 day of May, 1950.

*R. W. [unclear]
Asst Secy*

(Corporate Seal)

*The Liberty Trust Co., of Cumberland, Maryland
By Thomas L. Keech
Vice Pres.*

5/17/50

Ralph G. Davis, et ux.

Mortgage.

To Liberty Trust Company of Cumberland, Md. Filed and Recorded November 21" 1949 at 2:00 P.M. (Stamps \$2.20)

THIS MORTGAGE, Made this 18th day of November, in the year nineteen hundred and forty-nine, by and between Ralph G. Davis and Leah Davis, his wife, of Allegany County Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. Witnesseth:

WHEREAS, the said Ralph G. Davis and Leah Davis, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Ralph G. Davis and Leah Davis, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

ALL those two lots on the westerly side of Yale Street, in Bellevue Addition to the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 4 and 5 of Block N. of said Addition and particularly described as follows, to-wit:

LOT NO. 4: Beginning for the same at a point on the Westerly side of Yale Street at the end of the first line of Lot No. 3 in Block N and running thence with the Westerly side of said Yale Street, North $32\frac{1}{2}$ degrees East 25 feet; thence at right angles to said Yale Street, North $57\frac{1}{2}$ degrees West 110 feet to a 20-foot alley and with it, South $32\frac{1}{2}$ degrees West 25 feet to the end of the second line of said Lot No. 3, and thence reversing said second line, South $57\frac{1}{2}$ degrees East 110 feet to the place of beginning.

LOT NO. 5: Beginning for the same at a point on the Westerly side of Yale Street at the end of the first line of Lot No. 4 and running thence with the westerly side of said Yale Street, North $32\frac{1}{2}$ degrees East 25 feet; thence at right angles to said Yale Street, North $57\frac{1}{2}$ degrees West 110 feet to a 20-foot alley and with it, South $32\frac{1}{2}$ degrees West 25 feet to the end of the second line of said Lot No. 4, and thence reversing said second line, South $57\frac{1}{2}$ degrees East 110 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Charles L. Valentine, et ux., by deed dated June 3, 1944, and recorded in Liber 199, folio 602, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon when and

as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property, without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage thereon and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand (\$2,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said Mortgagor.

Attest: Thomas L. Keech.

Ralph G. Davis (SEAL)

Leah Davis (SEAL)

Compared and Mailed
To: Allegany City
Date: Nov 25 1949

State of Maryland, Allegany County, To Wit:

I HEREBY CERTIFY, That on this 18th day of November, in the year Nineteen Hundred and Forty-Nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ralph G. Davis and Leah Davis, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Ester M. Uplinger, et vir.

To
Irving Millenson

Mortgage.

Filed and Recorded November 21" 1949 at 2:40 P. M.
(Stamps 55¢).

THIS PURCHASE MONEY MORTGAGE, Made this 21st day of November, in the year Nineteen Hundred and Forty-Nine, by and between Ester M. Uplinger, and Ralph S. Uplinger, her husband, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$400.00 this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly installments of \$15.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part his heirs and assigns, the following property to-wit:

ALL that lot, piece or parcel of land situate, lying and being along the Easterly side of Springdale street in South Cumberland, Allegany County, State of Maryland, and being part of Lot No. 16, Part 2 of Walsh Addition to South Cumberland, a plat of which is recorded among the Land Records of aforesaid Allegany County in Liber 89, Folio 669, and which said part of Lot No. 16 is described as follows:

BEGINNING for the same at a point on the Easterly side of Springdale Street, at the end of the first line of Lot No. 15 of aforesaid Addition, it being distant 120 feet, measured in a Northerly direction along the Easterly side of said Springdale Street from its intersection with the Northerly side of Laing Avenue, and running thence with the Easterly side of Springdale Street (using original courses) North 30 degrees 20 minutes East 30 feet thence crossing the whole lot to a point distant 5 feet on the 3rd line thereof South 57 degrees 5 minutes East 110-1/10 feet to the end of 5 feet on the 3rd line of the whole lot, thence with the 3rd and 4th lines thereof, South 30 degrees 20 minutes West 25 feet, North 59 degrees 40 minutes West 110 feet to the place of beginning.

IT being the same property which was conveyed to Ester M. Uplinger by James S. Hutton, et ux, by deed dated November 10, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Four Hundred Dollars (\$400.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorney or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above

commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Hundred (\$400.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: Maxine Wilmot Ester M. Uplinger (SEAL)
Maxine Wilmot Ralph S. Uplinger (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ester M. Uplinger and Ralph S. Uplinger, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

*For value received, I hereby release the within and foregoing mortgage.
Witness my hand and seal the day and year above written.*
Cumberland, Maryland, July 14, 1950
Maxine Wilmot, Notary Public.
Witness: Virginia C. Beale Irving Millenson (Seal)
7/14/50

Hugh L. Kline, et ux.

Mortgage.

To Filed and Recorded November 22nd 1949 at 2:05 P.M.
Liberty Trust Company of Cumberland, Md. (Stamps \$1.10)

THIS MORTGAGE, Made this 21st day of November, in the year nineteen hundred and Forty-Nine, by and between Hugh L. Kline and Evelyn O. Kline, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee.

WITNESSETH:

WHEREAS, the said Hugh L. Kline and Evelyn O. Kline, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest

hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Hugh L. Kline and Evelyn O. Kline, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to wit:

All that piece or parcel of ground situate and lying in the City of Cumberland, Allegany County, Maryland, on the southerly side of Laing Avenue, comprising the whole of Lot No. 27 and part of Lot No. 94 in Laing's Addition to Cumberland and particularly described as follows, to wit:

BEGINNING for the same on the southerly side of Laing Avenue at the end of the first line of Lot No. 28 in said Addition and running thence with the Southerly side of Laing Avenue, South 53 degrees 48 minutes East 50 feet; then South 36 degrees 12 minutes West 150 feet, more or less, to a 16-foot alley in the rear of the property hereby conveyed; and then with said alley, North 53 degrees 48 minutes West 50 feet; and then with said alley, North 53 degrees 48 minutes West 50 feet; and then North 36 degrees 12 minutes East 150 feet, more or less, to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Walter E. Kline, by deed dated May 26, 1939, and recorded in Liber 183, Folio 447, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE and to hold the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

And it is further agreed, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary;

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Hugh L. Kline (SEAL)

Evelyn O. Kline (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hugh L. Kline and Evelyn O. Kline, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent, or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my Notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

Raymond W. Dawson, et ux.

Chattel Mortgage.

To

Filed and Recorded November 23rd 1949 at 8:30 A. M.

Family Finance Corporation

Account No. 16037. Actual Amount of this Loan \$200.00. Cumberland, Maryland, November 22, 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Two Hundred and no/100 dollars (\$200.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly installments of \$13.44 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at Blackiston Avenue, in the City of Cumberland, County of Allegany, State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.
Indian Motor Cycle		1947	CDG-3254B	347-3254

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagor's residence at Blackiston Avenue, in the City of Cumberland, County of Allegany, Maryland:

1 Firestone cabinet radio; 1 red arm chair; 1 overstuffed chairs; 1 studio couch; 1 library table; 2 oak end tables; 1 oak library table; 1 International oil heater; 1 walnut buffet; 4 white chairs; 1 white table; 1 Thor green washer; 1 Serval gas stove; 1 White gas stove; 1 walnut bed; 1 vanity & stool.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagor's residence indicated above.

TO HAVE AND TO HOLD, all and singular the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except NONE.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said Mortgagee, the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the State of Maryland or said other mortgaged personal property from the above described premises without

The mortgagor does covenant and agree, pending this mortgage, as follows: That said motor vehicle be kept in a garage situated at 518 Marietta St., in Cumberland, Maryland, except when actually being used by said mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said automobile in good repair and condition; to pay all taxes, assessments and public liens legally levied on said automobile when legally demandable; to pay said mortgage debt as agreed; to have said automobile insured, and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee, to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof, in whole or in part, or in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared entitled to and may take immediate possession of said property, and the said mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said City, and the proceeds of such sale shall be applied first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, his personal representatives or assigns; and in case of a deficiency any unearned premiums on insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS the hand and seal of said Mortgagor the day and year first aforesaid.

Attest: H. V. Bloom

Richard Francis Golden (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Richard Francis Golden and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Cashier or agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Harold V. Bloom, Notary Public.

Raymond T. Boore et ux
To

Filed and Recorded November 15th 1949 at 11:00 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 14th day of November in the year Nineteen Hundred and Forty-Nine by and between Raymond L. Boore and Harriet J. Boore, his wife, of Allegany County, in the State of Maryland part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty Five Hundred (\$3500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of Thirty-five (\$35.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or pieces of ground lying and being in Allegany County, Maryland, described as follows:

Parcel One: All that lot and parcel of land lying and being immediately adjoining the City limits of Cumberland, the same being all of Lot No. 26, in the Cumberland Improvement Company's Eastern Addition to Cumberland, BEGINNING at the end of the first line of Lot No. 25 and running thence with the East side of Marion Street (1) South one degree 6 minutes West 40 feet to the end of 28 feet on a line drawn South 43 degrees, 54 minutes East from an iron center planted at the intersection of the center line of Marion Street with the center of Braddock Way and running thence (2) South 88 degrees 54 minutes East 120 feet to a fourteen foot alley, thence with the West side of said Alley (3) North 1 degree 06 minutes East 40 feet to the end of the second line of Lot No. 25, thence reversing said second line (4) North 88 degrees 54 minutes West 120 feet to the place of beginning.

Parcel Two: All that part of Lot No. 25, in the Cumberland Improvement Company's Eastern Addition to Cumberland and described as follows: BEGINNING at a point 28 feet distance from the beginning of the whole Lot No. 25 on Marion Street, and running thence with the East side of Marion Street (1) South 1 degree 06 minutes West 12 feet to the end of 28 feet on a line drawn North 46 degrees 06 minutes East from an iron center planted at the intersection of the center line of Marion Street with the center line of Braddock Way, and running thence (2) South 88 degrees 54 minutes East 120 feet to a fourteen foot Alley, then with the West side of said Alley (3) North 1 degree 6 minutes East 12 feet, thence parallel with second line of Lot No. 25 (4) North 88 degrees 54 minutes West 120 feet to the place of beginning.

It being the same property conveyed by Charles C. Stewart and Josephine Stewart, his wife, to Raymond T. Boore and Harriet J. Boore, his wife, by deed dated the 14 day of November, 1949, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is therefore a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Raymond T. Boore

Harriet J. Boore

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 14th day of November

in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond T. Boore and Harriet J. Boore, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

#####

Charles L. Albright et ux
To

Filed and Recorded November 15th 1949 at 11:00 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$2.20)

This Mortgage, Made this 14th day of November in the year Nineteen Hundred and Forty Nine by and between Charles L. Albright and Cecilia E. Albright his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand (\$2,000.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty (\$20.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot of ground in the City of Cumberland, Allegany County, Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a locust stake standing at the intersection of the Northerly side of Cecilia Street with the Easterly side of an Alley 15 feet in width running parallel with and 100 feet distant from Park Street; and running thence with said side of Cecilia Street, North 75 1/2 degrees East 46 1/2 feet; thence at right angles to said Cecilia Street, North 14 1/2 degrees West 100 feet to the point of intersection of the Southerly side of an Alley with the Easterly side of said 15 foot Alley, and then with said 15 foot Alley, South 10 1/2 degrees West 110 feet to the place of beginning.

It being the same property conveyed by Matthew J. Mullane Trustee to Charles L. Albright and Cecilia E. Albright his wife, by deed dated the 18th day of February, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, Folio 303.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s
Attest: Gerald L. Harrison Charles L. Albright (SEAL)
Cecilia E. Albright (SEAL)
George W. Legge (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 14th day of November in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles L. Albright and Cecilia E. Albright, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison Notary Public

For value received, the First Federal Savings and Loan Association of Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signature of Lynn C. Lashley, its Executive Vice President and the Corporate Seal of said Corporation, attached by its Secretary, the day and year above written.
Attest: Gerald L. Harrison Secretary
(Corporate Seal) First Federal Savings and Loan Association of Cumberland
Executive Vice President.

Ralph G. Cover et ux

Mortgage

To Filed and Recorded November 21st 1949 at 9:50A M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$13.20)

This Mortgage, Made this 17th day of November in the year Nineteen Hundred and Forty Nine by and between Ralph G. Cover and Ethel M. Cover, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Twelve Thousand (\$12,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Ninety-four and 90/100 (\$94.90) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground located in Cover's Addition, Bowling Green, Allegany County, Maryland, and known as Lots Nos. 10, 40, 45 and 46, in said Addition, and more particularly described as follows, to-wit:

LOT NO. 10: BEGINNING at the end of the third line of Lot No. 9 and thence reversing said third line North 85 degrees 22 minutes West 139.72 feet to a 15 foot alley, thence with said alley North 9 degrees 39 minutes East 40.08 feet, thence South 85 degrees 22 minutes East 136.20 feet to the Westerly line of Bowling Avenue, thence with said Westerly line South 4 degrees 38 minutes West 40 feet to the beginning.

LOT NO. 40: BEGINNING at the end of the first line of Lot No. 39 and running thence North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to a 15 foot alley, thence with said alley South 82 degrees 40 minutes West 40 feet, thence North 7 degrees 20 minutes West 100 feet to the beginning.

LOT NO. 45: BEGINNING at the end of the third line of Lot No. 44 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15 foot alley, thence with said alley North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Maple Street, thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

LOT NO. 46: BEGINNING at the end of the third line of Lot No. 45 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15 foot alley, thence with said Alley North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Maple Street thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

It being part of the same property conveyed to Ralph G. Cover by deed from Lulu L. Long, widow, dated September 22nd, 1946, and recorded in Liber No. 211, Folio 29, etc., Land records of Allegany County.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison Ralph G. Cover (SEAL)
Ethel M. Cover (SEAL)
(Seal)
(Seal)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 17th day of November in the year nineteen hundred and forty -nine Public of the State of Maryland, in and for said County, before me, the subscriber, a Notary Ralph G. Cover and Ethel M. Cover, his wife, personally appeared

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison
Notary Public

#####

Charles B. Holtzman et ux

Mortgage

To File and Recorded November 30th 1949 at 10:45 A.M.
First Federal Savings and Loan Association of Cumberland

(Stamps \$2.20)

This Mortgage, Made this 23rd day of November in the year Nineteen Hundred and Forty -Nine by and between Charles B. Holtzman and Martha J. Holtzman his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Twenty Two Hundred (\$2200.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty (\$30.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the City of Cumberland, on Arch Street, and known and distinguished as a part of Lot No. 121 of the South side Addition to the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a point on Arch Street distant one hundred and thirty-three feet and four inches from the intersection of the South side of Fourth Street with the West side of Arch Street, and running thence with said side of Arch Street South 18 degrees 34 minutes West 26 feet 8 inches, North 71 degrees 26 minutes West 100 feet to Flora Alley, and with said Alley North 18 degrees 34 minutes East 26 feet and 8 inches, thence South 71 degrees 26 minutes East 100 feet to the place of beginning.

It being the same property conveyed by Leslie J. Clark, Trustee, to Charles B. Holtzman and Martha J. Holtzman his wife, by deed dated the 6th day of November, 1946, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, Folio 213.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two hundred-- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

Gerald L. Harrison

Charles B. Holtzman

Martha J. Holtzman

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 23rd day of November

in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles B. Holtzman and Martha J. Holtzman, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

#####

Samuel C. Marquardt et ux
To

Filed and Recorded November 30th 1949 at 11:00 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 28th day of November in the year Nineteen Hundred and Forty-Nine by and between Samuel C. Marquardt and Rita M. Marquardt his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand (\$6,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-nine and 19/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground located in the City of Cumberland, Allegany County, Maryland, fronting forty feet on Mountain View Drive and extending back an even width to Oak Alley, comprising the whole of Lot No. 1 and part of Lot No. 2 as shown on the plat of "Campobello Addition" to the City of Cumberland, Maryland, and which said plat is recorded among the Land Records of Allegany County in Liber No. 112, Folio 729, and which said lot hereby conveyed is described as follows, to-wit:

BEGINNING for the same at a point on the Easterly side of Mountain View Drive at its intersection with the Northerly side of Fir Alley as shown on the plat of "Campobello Addition" recorded as aforesaid, said point being also the beginning of the first line of Lot No. 1 of said "Campobello Addition" and running thence with the Easterly side of Mountain View Drive and the line thereof as shown on the plat of "Campobello Addition" in a Northeasterly direction and with the first line of Lot No. 1 and part of the first line of Lot No. 2 of said Addition forty feet to a point distant fourteen and ninety-eight hundredths feet on the first line of said Lot No. 2 of said Addition, and thence across the whole of Lot No. 2 parallel with Fir Alley, South seventy-seven degrees thirty-eight minutes East one hundred seven feet, more or less, to the Westerly side of Oak Alley, and then with said Oak Alley South twelve degrees twenty two minutes West forty feet, more or less to the Northerly side of Fir Alley, and then with the Northerly side of Fir Alley North seventy-seven degrees thirty-eight minutes West one hundred nine feet to the place of beginning.

It being the same property conveyed by Kenwick V. Taylor and Mabel E. Taylor his wife, to Samuel C. Marquardt and Rita M. Marquardt, his wife, by deed dated the 21 day of November 1949, and to be recorded among the Land Records of Allegany County, Maryland prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is PURCHASE MONEY MORTGAGE.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: William H. Garman

Samuel C. Marquardt (SEAL)
Rita M. Marquardt (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 28th day of November in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Samuel C. Marquardt and Rita M. Marquardt his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

James C. Catlett et ux

To Filed and Recorded December 1st 1949 at 3:00 P.M.
First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$1.65)

This Mortgage, Made this 1st day of December in the

year Nineteen Hundred and Forty Nine by and between

James C. Catlett and Bertha G. Catlett his wife

of Allegany County, in the State of Maryland

part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixteen Hundred and Fifty (\$1650.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty (\$20.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the Northerly side of Quebec Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 5 in the East End Land Company's Addition, a plat of which is recorded in Liber 102, Folio 737, one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the Northerly side of Quebec Avenue at the end of the first line of Lot No. 4 in said Addition, and running then with said street, South 76 degrees 12 minutes East 32 feet to the dividing line between Lots Nos. 5 and 6 in said Addition, then with said dividing line North 17 degrees 44 minutes East 124.12 feet to the Southerly side of Franks Lane, then with said Lane South 89 degrees 5 minutes West 33.76 feet to the end of the second line of said Lot No. 4, and then with said second line reversed South 17 degrees 44 minutes West 113.2 feet to the place of beginning.

It being part of the same property conveyed by The Mayor and City Council of Cumberland to James C. Catlett and Bertha G. Catlett, his wife, by deed dated June 21, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 221, Folio 130, and by confirmatory deed of the Liberty Trust Company, substituted Trustee, dated November 28, 1949, which is recorded among said Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Mildred E. Fisher James C. Catlett (SEAL)
Mildred E. Fisher Bertha G. Catlett (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 1st day of December in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James C. Catlett and Bertha G. Catlett his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)
My Commission Expires May 7, 1951. Cumberland, Md. August 11, 1950 Notary Public
For value received the First Federal Savings and Loan Association of Cumberland hereby releases the within and foregoing mortgage. Witness the signature of Lynn C. Kaskley, its President, Vice President and the Corporate Seal of said Corporation attested by its Secretary the day and year above written.
Attest by Lynn C. Kaskley, Secretary
(Corporate Seal)
The First Federal Savings and Loan Association of Cumberland
Lynn C. Kaskley, Secretary
8/14/50
Executive Vice President

Melville F. King et ux

To Filed and Recorded December 5th 1949 at 11:10 A.M.

First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$5.50)

This Mortgage, Made this 2nd day of December in the year Nineteen Hundred and Forty-Nine by and between Melville F. King and Friedeberg N. King, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-One Hundred (\$51.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-one (\$51.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of Lot No. 25 as shown on a plat of the Allegany Grove Camp Grounds, recorded in Plat Case Box No. 150, one of the Land Records of Allegany County, said Lot 25 stands on the East side of the road commonly known as the "Camp Ground Road" that connects the "Old National Pike" (Bradock Road) with the National Pike U.S. 40, about 5 1/2 miles West of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the point of intersection of the division line between Lots Nos. 25 and 26 with the East side of said Camp Ground Road, and running with said division line, (Magnetic Bearings as of said Plat) North 71 degrees and 10 minutes East 154 feet, thence South 18 degrees and 50 minutes East 50 feet to a point, it being the end of the second line of parcel of ground conveyed by Walter C. Capper and D. Clifford Goodfellow, Trustees, to Elza H. Twigg, et ux by deed dated March 13, 1941, and recorded in Liber 189, Folio 370, one of the Land Records of Allegany County, and continuing thence with the third and part of the fourth lines of said parcel of ground, South 71 degrees and 10 minutes West 158-24/100 feet to a point standing on the East side of the aforementioned "Camp Ground Road", thence with Road, North 13 degrees and 36 minutes West 50.2 feet to the beginning.

It being the same property conveyed by Fannie Helene Goodfellow and others, to Melville F. King and Friedeberg N. King his wife, by deed dated the 12th day of November, 1945, and which is recorded in Liber No. 206, Folio 112, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay, when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagor, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-one hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest:

Gerald L. Harrison

Malville F. King

Friedberg N. King

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 2nd day of December in the year nineteen hundred and forty -nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Malville F. King and Friedberg N. King, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Perry C. Wilson Jr et ux et al

To Filed and Recorded December 3rd 1949 at 11:10 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$5.50)

This Mortgage, Made this 2nd day of December in the year Nineteen Hundred and Forty - Nine by and between Perry C. Wilson, Jr. and Gloria B. Wilson his wife, and Margaret A. Wilson, widow, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-Three Hundred (\$5,300.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of One hundred and one and 24/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being situated on the North side of the State Road formerly called Baltimore and Cumberland Turnpike, about 4-1/8 miles Eastwardly from the City of Cumberland, in Cross Election District No. 21, of Allegany County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a iron peg standing at the end of a reference line drawn from the end of the first line of the deed to Robert N. Wilson et ux dated August 25, 1930, and recorded in Liber No. 164, folio 61, one of the Land Records of Allegany County, Maryland, North 79-1/2 degrees East 1-1/2 perches and witnessed by a Wild Cherry tree bearing 3 notches, and running thence North 79-1/2 degrees East 13 perches to a large Weeping Willow tree bearing 4 notches; South 68-1/2 degrees East 14 perches to planted stone standing on North bank of branch; South 14-1/2 degrees East 4 perches to the North side of a road or lane; thence along the North side of said road or lane, South 82-1/4 degrees West 14-3/4 perches and 3 links to a Ash tree 6 notches; South 77-1/2 degrees West 3 perches to a Ash tree 9 notches; South 72-3/4 degrees West 9-3/4 perches to iron peg on bank of a private road; thence North 4 perches to stake; North 9-1/4 degrees East 4-1/4 perches and 4 links to the place of beginning. Surveyed September 17, 1934, all bearings magnetic and all measurements surface.

It being the same property conveyed by Jesse M. Wilson, widower, and others, to Margaret A. Wilson and Perry C. Wilson, Jr. (then unmarried) by deed dated the 1st day of September, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 222, Folio 321.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-three hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

Perry C. Wilson Jr. (SEAL)
Gloria B. Wilson (SEAL)
Margaret A. Wilson, widow (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 2nd day of December

in the year nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Perry C. Wilson Jr. and Gloria B. Wilson, his wife, and Margaret A. Wilson, widow the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison
Notary Public

Carl Nichols et ux

Mortgage

To Filed and Recorded December 5th 1949 at 11:30 A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 2nd day of December in the year Nineteen Hundred and Forty-nine by and between Carl Nichols and Lillie Mae Nichols, his wife,

of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

That the said mortgagee has this day loaned to the said mortgagor s, the sum of Twenty-seven hundred (\$2700.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent, per annum, in the manner following:

By the payment of Twenty-seven (\$27.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, known and distinguished as Lot No. 35 in Cresap Park Addition, in Election District No. 7 and being more particularly described as follows:

BEGINNING for the same on the southwesterly side of Darrow's Lane, at the end of the first line of Lot No. 34 and running thence with Darrow's Lane, South thirty-one degrees East forty feet; thence South fifty-nine degrees West one hundred and seventy-five feet to a ten foot alley, thence with said ten foot alley, North thirty-one degrees West forty feet to the end of the second line of Lot No. 34; thence reversing said second line, North fifty-nine degrees East one hundred and seventy five feet to the beginning.

It being the same property conveyed by George Henry Blubaugh and Orvella Ray Blubaugh, his wife, to Carl Nichols and Lillie Mae Nichols, his wife, by deed dated the 2nd day of December, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Also in said deed above referred to the following conveyance is made:

It is the intention of this deed to also convey unto the parties of the second part, their heirs and assigns, all the right, title and interest of the parties of the first part, in and to a certain easement for a right of way over the adjoining Lot No. 34 for a driveway leading from Darrow's Lane along the division line between Lots Nos. 34 and 35 to the garage in the rear of said lot; special reference is hereby made to a deed from John Bowen and wife to Arlie E. Borror and wife, dated the 30th day of June, 1939, and recorded in Liber No. 184 folio 87, of the Land Records of Allegany County, Maryland, in which the easement for this purpose over Lot No. 34 is specifically reserved in favor of the owners of Lot No. 35. This mortgage is given to secure a part of the purchase price for the property above described and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Dated Dec 7 19 49
To How Leggett & Co.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-seven hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Carl C. Nichols

Lillie Mae Nichols

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 2nd day of December

in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Carl Nichols and Lillie Mae Nichols his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Alfred S. Summerfield et ux

Mortgage

To Filed and Recorded December 6th 1949 at 2:30 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$4.95)

This Mortgage, Made this 5th day of December in the year Nineteen Hundred and Forty-Nine by and between Alfred S. Summerfield and Lyda P. Summerfield his wife of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty Five Hundred (\$4500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-five Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract of parcel of land situated on the Northwestern side of the County Road, near the Village of Rawlings, in District Number Seven, in Allegany County, Maryland, known and designated as part of Division Number Four of the Rebecca Welsh estate, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the center line of the County Road leading from Cumberland to Rawlings with the first line of said whole lot known as Division Number Four, said point of beginning being also the beginning of the tract conveyed to Mordecai P. Summerfield and Martha J. Summerfield his wife by William M. Somerville Trustee, by deed dated December 22, 1927, and recorded in Liber No. 157 folio 138 of the Land Records of Allegany County, and running thence with part of the first line of said original lot or Division Number Four, North fifty degrees West two hundred and eighty-five feet, then North fifty degrees and thirty minutes East one hundred and forty feet, then South fifty degrees East two hundred and eighty-five feet, more or less to the center line of the aforesaid County Road then with said center line in a Southwesterly direction, one hundred and forty feet, more or less, to the place of beginning, it being part of the same property conveyed to the said Mordecai P. Summerfield and Martha J. Summerfield his wife, by William M. Somerville, Trustee by the deed aforesaid.

It being the same property conveyed by Mordecai P. Summerfield and Martha J. Summerfield his wife to Alfred S. Summerfield and Lyda P. Summerfield his wife by deed dated the 8th day of March, 1928, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 157, Folio 514.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the promises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison Alfred J. Summerfield (SEAL)
Lyda P. Summerfield (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 5th day of December in the year nineteen hundred and forty -nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Alfred J. Summerfield and Lyda P. Summerfield his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
 Notary Public

Leo G. LaNeve et al

To Filed and Recorded November 17th 1949 at 11:20A.M.

Chattel Mortgage

The Liberty Trust Company, Liberty Street Branch, Cumberland, Maryland.

(Stamps \$1.10)

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 15th day of November 1949, by and between Leo George LaNeve & Marguerite LaNeve

of Allegany County, Cumberland, Md., party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of ONE THOUSAND NINETY DOLLARS (\$1,090.00) payable one year after date hereof, together with interest thereon at the rate of 6 per cent () per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1949 Pontiac Sedan Engine # P6RS-10075

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Leo George LaNeve, Marguerite LaNeve shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforescribed automobile may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Leo George LaNeve, Marguerite LaNeve his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS: WITNESS the hand and seal of the said mortgagor this 15th day of November 1949, Leo G. George LaNeve (SEAL)
Catherine Deffinbaugh Marguerite LaNeve (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 15th day of Nov. 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally

the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit. For Value received, The Liberty Trust Company hereby releases the within and afore-mentioned Chattel Mortgage. Witness the signature of Chas. A. Piper, President, attached hereto.

My Commission expires: May 7, 1951
 Attest: Hugh S. Piper Notary Public
Assistant Secretary The Liberty Trust Company, Cumberland, Maryland
Chas. A. Piper
 (Corporate Seal) President
 4/5/50

And it is Agreed that until default be made in the premises, the said
Louis Waingold and Ann Waingold his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Louis Waingold and Ann Waingold his wife hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors and

heirs, executors, administrators and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Louis Waingold and Ann Waingold, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Louis Waingold and Ann Waingold his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest
Ethel McCarty
Louis Waingold (Seal)
Ann Waingold (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 17th day of November

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Louis Waingold and Ann Waingold, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton Vice President of the Cumberland Savings Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice President of the Cumberland Savings Bank of Cumberland, Maryland and duly authorized WITNESS my hand and Notarial Seal the day and year aforesaid to make this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public

Roy W. Knepp et ux Filed and Recorded November 17th 1949 at 10:40 A.M.
Howard Rephann et ux

Mortgage
(Stamps \$2.20)

This Mortgage, Made this 10th day of November
in the year Nineteen Hundred and Forty Nine
Roy W. Knepp and Edna C. Knepp his wife
of Allegany County, in the State of Maryland
parties of the first part, and
Howard Rephann and Mary V. Rephann his wife,
of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) which said sum the parties of the first part promise to pay to the order of the party of the second part Four (4) years after date, with interest thereon at the rate of Six Per Centum (6%) Per Annum payable semi-annually, with the right of the parties of the first part to make payment of any amount upon the principal indebtedness at any interest period.

The first parties are to pay not less than Twenty five Dollars per month upon the principal of said mortgage, and interest semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit:
All that lot or parcel of ground known and distinguished as No. 69 Pine Street (formerly designated as Wood Street); being part of Lots Numbered One and Two in Block Number Four in Frost's Heirs Addition to the Town of Frostburg, Maryland, and being more particularly described as follows:

BEGINNING at a stake on Pine Street, said stake standing North 51 degrees East 65.5 feet from the beginning of No. 103 Frost Avenue and at the end of the third line of said Number 103, and running thence reversing said third line, North 39 degrees West 90 feet to an alley ten feet wide and leaving No. 103 and running with the Southerly edge of said Alley, North 51 degrees East 26.3 feet, then running through said Lots Nos. Two and One, South 39 degrees East 90 feet to Pine Street and with it South 51 degrees West 26.3 feet to the beginning.

IT BEING the said property which was conveyed unto the said Roy W. Knepp and Edna C. Knepp his wife, by Mary V. Rephann and Howard Rephann her husband, by deed dated July 12th, 1946, and recorded in Liber No. 210, folio 125, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said

executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars (\$2,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed
To Ethel Rephann, Clerk of Court
Nov 23 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Dollars (\$2,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal s of said mortgagor s.

Attest	Roy W. Knepp	(Seal)
	Edna C. Knepp	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 10th day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy W. Knepp and Edna C. Knepp his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Howard Rephann

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Edward J. Ryan
Notary Public

#####

Investors Realty Corporation, Mortgage
To Charley W. Fuller et ux Filed and Recorded November 16th 1949 at 8:30 A.M.

This Mortgage, Made this 16th day of November
in the year Nineteen Hundred and Forty-Nine, by and between
Investors Realty Corporation, a corporation,
of Allegany County, in the State of Maryland
part y of the first part, and Charley W. Fuller and Ruth M. Fuller his wife,

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, the said party of the first part stands indebted unto the said parties of the second part in the just and full sum of Six Thousand Dollars (\$6000.00) as is evidenced by its promissory note of even date herewith for said sum of money payable to the order of said parties of the second part three years after date with interest from date at the rate of five per cent (5%) per annum, payable semi-annually as it accrues. The said party of the first part shall have the right to pay off the entire amount of this indebtedness at any interest payment period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being on the Easterly side of Altamont Terrace, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

FIRST PARCEL: BEGINNING for the same At the Northwest corner of Baltimore and Ellen Streets (now called Altamont Terrace) in the City of Cumberland, and running thence with said Baltimore Street, North 75½ degrees East 70 feet, then South 14½ degrees East 60 feet, then South 75½ degrees West 70 feet, then North 14½ degrees West 60 feet to the beginning. It being the same property conveyed by Archibald C. Willison and wife, to Albert Shahan, by deed dated November 30, 1901, and recorded among the Land Records of Allegany County, in Liber No. 88 folio No. 711.

SECOND PARCEL: BEGINNING for the same at a point on the East side of Elm Street (sometime called Ellen, now called Altamont Terrace) at the end of 60 feet Southeastwardly from the intersection of the South side of Baltimore Street, and the East side of said Elm or Ellen Street (now called Altamont Terrace) and running thence with the East side of said Elm or Ellen Street (now called Altamont Terrace) South 14½ degrees East 60 feet; North 75½ degrees East 100 feet; North 14½ degrees West 60 feet; thence South 75½ degrees West 100 feet to the place of beginning. It being the same property conveyed to Albert Shahan by H. Clay Swartzwelder and wife, by deed dated January 25, 1892, and recorded among said Land Records in Liber No. 71, folio 315.

The above described two parcels of land being the same property conveyed to the said party of the first part by Walter C. Capper, Trustee, by deed dated April 28, 1942, and recorded among said Land Records in Liber No. 193, folio 265, to which deed reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, its successors

parties of the second part, their executors, administrators or assigns, the aforesaid sum of Six Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Party of the first part, its successors ~~heirs or assigns~~, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ~~its successors~~ ~~heirs or assigns~~ or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Thousand (\$6000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee's, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor INVESTORS REALTY CORPORATION
(Corporate Seal) Attest By John R. Treiber (Seal)
Tobias Lazarus its President (Seal)
Secretary-Treasurer (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 16th day of November

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared John R. Treiber, President of the Investors Realty Corporation

and acknowledged the foregoing mortgage to be said corporation's act and deed; and at the same time before me also personally appeared Charley W. Fuller, one of

the within named mortgagee's and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Morris Baron
Notary Public

Dewey James Wilcox et ux To Harry V. Reeves Sr., et ux Filed and Recorded November 18th 1949 at 10:55 A.M. Mortgage

This Mortgage,

Made this Seventeenth day of November PURCHASE MONEY in the year Nineteen Hundred and Forty Nine

, by and between Dewey James Wilcox and Dorothy Lee Wilcox, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Harry V. Reeves Sr., and Marie A. Reeves, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the full sum of Eighteen Hundred and Thirty Eight Dollars (\$1,838.00), as evidenced by the Promissory Note of even date herewith of the said parties of the first part payable On Demand unto the order of the said parties of the second part for the sum of Eighteen Hundred and Thirty Eight Dollars (\$1,838.00) with interest, at the rate of Six Percent (6%) per Annum, and

WHEREAS, it is agreed by the said parties of the first part herein that in the reduction of the aforesaid note they would pay at least the sum of Twenty Dollars (\$20.00) per Month, plus the accrued interest until paid in full, and

WHEREAS, it is agreed by the said parties of the first part that they would execute this Mortgage to secure the aforesaid note, and

WHEREAS the money herein borrowed is for the purchase of the property hereinafter described and therefore this Mortgage is a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All of that parcel of land situated and located in the Town of Luke, in Allegany County, Maryland, as laid out on the plat of the lands of the West Virginia Pulp and Paper Company a Corporation, on the East side of Mullan Avenue on said Plat, beginning for the same at a point on the dividing line of a double house on the East side of said Mullan Avenue from Nineteen Feet (319), eleven (11) inches distant along the East side of said Mullan Avenue from the South East corner of the intersection of Mullan Avenue and Spangler Avenue; thence running along the East side of Mullan Avenue South 52 degrees 7 minutes West Twenty five (25) feet six (6) inches to a point; thence leaving said Avenue and running South 38 degrees 45 minutes East ninth three (93) feet one (1) inch to a point; thence North 52 degrees 7 minutes East twenty four (24) feet eight (8) inches, to a point; thence on the dividing line between the double house North 39 degrees 15 minutes West Ninety Three (93) feet one (1) inch to the point of beginning on the East side of Mullan Avenue Being the same property as conveyed unto the said parties of the first part herein by Isaac N. Maphis et ux by deed dated November 16, 1949, and recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage, and being also the same property as conveyed unto the West Virginia Pulp and Paper Company, a Delaware Corporation, by the West Virginia Pulp and Paper Company of West Virginia, by deed dated January 31, 1910 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 105, Folio 549.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrator or assigns, the aforesaid sum of Eighteen Hundred and Thirty Eight Dollars (\$1,838.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Baltimore
To Mr. J. W. Treiber
Nov 23 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred and Thirty Eight Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lion or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest	Dewey James Wilcox	(Seal)
Horace P. Whitworth Jr.	Dorothy Lee Wilcox	(Seal)
	D.	(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 17th day of November in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James Wilcox and Dorothy Lee Wilcox his wife,

and they acknowledged the foregoing mortgage to be voluntary act and deed; and at the same time before me also personally appeared Harry V. Reeves Sr., and Maria A. Reeves his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan
Notary Public

Edwin J. Bognar et ux Filed and recorded November 22nd 1949 at 4:00 P.M.
The Second National Bank of Cumberland, Maryland

This Mortgage

MADE this 21st day of November in the year Nineteen Hundred and FORTY-NINE

by and between Edwin J. Bognar and Minnie F. Bognar, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States of America,

parties of the second part, WITNESSETH:

Whereas, Edwin J. Bognar and Minnie F. Bognar, his wife, stand indebted unto the Second National Bank of Cumberland, Maryland, in the full and just sum of Seven Thousand Five Hundred Dollars (\$7,500.00) this day loaned to the aforesaid parties of the first part by the party of the second part on account of the purchase price of the parcel of land hereinafter described which was conveyed to Edwin J. Bognar, and Minnie F. Bognar, his wife, by Louis Seder et ux by a deed dated the 21st day of November, 1949, and which principal sum of Seven Thousand Five Hundred Dollars (\$7,500.00) with interest at the rate of five per cent (5%) per annum is to be repaid in payments of not less than Eighty Dollars (\$80.00) per month, said payments to be applied first to the interest and the balance to principal the first of said monthly payments to be due and payable in--one--month from date hereof and to continue monthly until the amount of the principal and interest is fully paid. All of which said payments are to be made at the office of the Second National Bank in Cumberland, Maryland, in the City of Cumberland, Maryland.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edwin J. Bognar and Minnie F. Bognar, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

The Second National Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Southerly side of Camden Avenue, in the City of Cumberland, Allegany County, Maryland, comprising the whole of Lot Number One and parts of Lots Numbers Two and Three in Gates Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Southerly side of Camden Avenue with the Westerly side of a 16 foot alley, said point being also distant North 80 degrees and 50 minutes West 131.4 feet from the intersection of the Southerly side of Camden Avenue and the Westerly side of Fayette Street; and running thence with the Southerly side of Camden Avenue, North 80 degrees and 50 minutes West 80 feet; thence still with the Southerly side of Camden Avenue, South 66 degrees and 10 minutes West 40 feet; then in a Southerly direction 152 feet more or less to the end of 40 feet on the third line of said Lot Number Three, it being also the North-erly side of a 16 foot alley running parallel with Camden Avenue; and running thence with the Northerly side of said Alley, North 66 degrees and 10 minutes East 72 feet to the Westerly side of the 16 foot alley first above mentioned; then with the Westerly side of said alley, North 3 degrees and 30 minutes East 119 feet to the place of beginning.

It being the same property which was conveyed to the parties of the first part herein by Louis Seder et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recordation of this mortgage.

This Mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

To Have and To Hold the above mentioned and described property unto the said party of the second part, its successors and assigns, in fee simple forever.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, administrator or assigns, the aforesaid sum of \$7,500.00 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Judge City
Nov 22 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, Maryland, its successors

heirs, executors, administrators and assigns, or Thomas E. Finan, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee's their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred (\$7,500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successor heirs or assigns, to the extent of its their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Ruby M. Yoder
Ruby M. Yoder

Edwin J. Bognar (Seal)

Minnie F. Bognar (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Edwin J. Bognar and Minnie F. Bognar his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared John H. Mosner, Vice President of The Second National Bank of Cumberland, Maryland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and at the same time the said John H. Mosner further made oath in due form of law that he is Vice President of The Second National Bank of Maryland, and is duly authorized to make this affidavit.

(Notarial Seal)

Ruby M. Yoder

Notary Public

Willie C. Sponaugle et ux

The Second National Bank of Cumberland, Maryland

This Mortgage,

Made this 22nd day of November

in the year Nineteen Hundred and Forty-Nine

Willie C. Sponaugle and Corla L. Sponaugle, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the sum of Twelve Hundred Dollars (\$1,200.00) this day loaned the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum in monthly payments of not less than \$20.00. The first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Northerly side of Elder Street, in the City of Cumberland, Allegany County, Maryland, which is part of Lot No. 140 on the plat of the Humbird Land and Improvement Company's Addition to Cumberland, and which parcel is described as follows, to wit:

BEGINNING for the same at a point on the Northerly side of Elder Street, which point is distant 1½ feet from the end of the first line of Lot No. 139 of said Addition, and running thence with the Northerly side of Elder Street, South 53½ degrees East 28½ feet to the end of the fourth line of Lot No. 141 and with said fourth line reversed North 36½ degrees East 125 feet to an alley, and with it North 53½ degrees West 28½ feet to a point 1½ feet from the end of the second line of Lot No. 139 of said Addition; thence by line parallel with the second line of Lot No. 139 and distant 1½ feet from it, South 36½ degrees West 125 feet to the beginning.

BEING the same property which was conveyed to the parties of the first part by John H. Borgman et ux by deed dated December 27, 1946, and recorded among the Land Records of Allegany County in Liber No. 212, folio 702.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Twelve Hundred (\$1,200.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed & Delivered
To Notary Public
Nov 23 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~and assigns, or~~ William A. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred (\$1,200.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~and~~ assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest Angela W. McClure
Angela W. McClure

Willie C. Sponaule (Seal)
Cordia L. Sponaule (Seal)
(Seal)
(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 22nd day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Willie C. Sponaule and Corda L. Sponaule his wife,

and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Joseph F. Stakem
Notary Public

John McDonald, et ux.
Morris Gerson

Filed and Recorded November 25th 1949 at 2:35 P. M.

This Mortgage, Made this 23rd day of November
PURCHASE MONEY
in the year Nineteen Hundred and Forty-Nine

, by and between
John McDonald and Catherine McDonald, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and Morris Gerson

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said party of the second part has this day loaned to the said parties of the first part the sum of Two Thousand (\$2,000.00) Dollars, which said sum the parties of the first part agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent. per annum in the manner following:

The said parties of the first part are to pay interest together with a payment of at least one hundred (\$100.00) Dollars on the principal semi-annually. The said parties of the first part have the privilege and the right to pay this debt in whole at any time.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

All that lot of ground known as Lot No. 21 on the Plat of Willison's Addition to Frostburg, said lot having a frontage of thirty-two and one-half feet on Hill St., and running back to an alley on which it has a frontage of twenty-seven and seven-tenths feet.

It being the same property which was conveyed to the parties of the first part by Morris Gerson by deed dated November, 1949, which deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Two Thousand (\$2000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Milton Gerson at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of \$2,000.00, their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest	John McDonald (Seal)
Milton Gerson	Catherine McDonald (Seal)
	(Seal)
Milton Gerson	(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 23rd day of November in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared John McDonald and Catherine McDonald, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Morris Gerson

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) William A. Wilson, Notary Public

Joseph W. Taylor, et ux. Mortgage.
First National Bank of Piedmont, W. Va. Filed and Recorded November 25th 1949 at 8:30 A.M.

This Mortgage, Made this Eighteenth day of November in the year Nineteen Hundred and Forty-Nine, by and between

Joseph W. Taylor and Margaret A. Taylor, his wife, of Allegany County, in the State of Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws at _____ of the second part, WITNESSETH:

Whereas, the said Joseph W. Taylor and Margaret A. Taylor, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of THREE THOUSAND (\$3,000.00) DOLLARS, as evidenced by their joint and several negotiable promissory note, of even date herewith, for said sum of Three Thousand (\$3,000.00) dollars, payable on demand to the order of the said The First National Bank, of Piedmont, West Virginia, with interest from date, to secure the payment of which said sum of Three Thousand (\$3000.00) with interest as aforesaid, these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph W. Taylor and Margaret A. Taylor, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors and assigns, ~~the following property, to-wit:~~ ALL of the following real estate, situated in the Town of Westernport, Allegany County, Maryland, and particularly described as follows: FIRST: All of Lot Number Thirteen (13) as laid out in Morrison's First Addition to the Town of Westernport, Allegany County, Maryland, and described as beginning at the end of the first line of Lot No. 12 in said Addition and running thence North 47 degrees East 50 feet; thence North 50 degrees West 116 feet to Georges Creek, and down with said Creek to the end of the second line of said Lot No. 12, and reversing it to the beginning; being the same property conveyed to Ross R. Davis by Hannah Elizabeth Davis, (widow), by Deed dated October 18, 1949, and recorded among the Land Records of said Allegany County in Liber No. 226, Folio 603, and also being the same property which was conveyed to the said Joseph W. Taylor and Margaret A. Taylor, his wife, by Ross R. Davis and Virginia B. Davis, his wife, by deed dated November 9, 1949, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage; and SECOND: All that real estate fronting on the East side of Main street in said Town of Westernport, a distance of Thirty-One (31) feet, and running back, the same width through-out, a distance of Fifty (50) it being the same parcel of land which was conveyed to Louise M. Seaber, by deed from Joseph C. Tonry, et ux, dated May 8th, 1913, and recorded among the Land Records of said Allegany County, in Liber No. 112, Folio 466, and to which said Deed Recorded as aforesaid reference is hereby specially made for a definite and particular description of the same; and,

THIRD: All that real estate situated in said Town of Westernport beginning at an iron peg on the Southeast corner of the parcel of land conveyed by George R. Cole, et ux., to Joseph C. Tonry, and on the division line between the George R. Cole property and the James Hughes property and running thence with said division line South 75 degrees East 47 feet to an iron peg; thence 22 degrees East 23-5/10 feet to an iron peg; thence North 75 degrees West 47 feet to an iron peg at the Northeast corner of the Lot conveyed by George R. Cole and wife to Joseph C. Tonry, and with the East line of said property South 22 degrees West 23-5/10 feet to the beginning; being the same property which was conveyed to Louise M. Seaber by Deed from Barbara E. Cole, dated June 4th, 1913, and recorded among the Land Records of said Allegany County in Liber No. 112, Folio 467;

Both of the last two above described parcels of real estate being the same property which was conveyed to the said Joseph W. Taylor and Margaret A. Taylor, his wife, by James A. Welsh and Nora E. Welsh, his wife, by deed dated August 15th, 1945, and recorded among the Land Records of said Allegany County, in Liber No. 112, Folio 289, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Joseph W. Taylor and Margaret A. Taylor, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of Three Thousand Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivery
T. H. Taylor & Co. Inc.
Nov 29 1949

And it is Agreed that until default be made in the promises, the said Joseph W. Taylor and Margaret A. Taylor, his wife, parties of the first part, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Joseph W. Taylor and Margaret A. Taylor, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

THE FIRST NATIONAL BANK OF PIEDMONT, WEST VIRGINIA, its successors

and assigns, or Harry K. Drane, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Joseph W. Taylor and Margaret A. Taylor, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand (\$3000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest	Joseph W. Taylor	(Seal)
J. D. Thomas	Margaret A. Taylor	(Seal)
J. D. Thomas		(Seal)

State of Maryland, WEST VIRGINIA,
MINERAL
Allegany County, to wit:

I hereby certify, That on this 23rd day of November

in the year nineteen hundred and Forty-Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph W. Taylor and Margaret A. Taylor, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared J. D. Thomas, vice-president of The First National Bank, of Piedmont, West Virginia, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Tracy W. Whitworth
My Commission Expires January 8, 1958. Notary Public

Seafers Wagner et ux Filed and Recorded November 25th 1949 at 3:30 P.M. Mortgage
Richard B. Kerns et ux (Staps \$1.10)

This Mortgage, Made this 25th day of November
in the year Nineteen Hundred and Forty-Nine, by and between
Seafers Wagner and Nellie Wagner, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Richard B. Kerns and Grace C. Kerns, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH;

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of One Thousand Dollars as is evidenced by their joint and several promissory note for One Thousand Dollars of even date made payable to the order of the parties of the second part which is payable within three years after date together with interest thereon at the rate of six per cent per annum, which provides for monthly installment payments on account of the principal debt of at least \$25.00 on the first of each and every month hereafter and in addition thereto to pay the interest quarterly which shall be calculated on quarterly balances and to pay the entire indebtedness with interest as aforesaid within the time limited.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Seafers Wagner and Nellie Wagner, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Richard B. Kerns and Grace C. Kerns, his wife, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated near Oldtown in District No. 2 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Easterly side of Warrior Mountain Road at the Northwestern corner of a parcel of land conveyed by Bertha V. Miller to Leona Virginia Welch, the said stake lying on a bearing North 5 deg. 46 min. East 312 feet along the Easterly side of Warrior Mountain Road from a largesquare timber at the Northwestern corner of land conveyed by Bertha V. Miller to James Thomas Thom by deed dated October 13, 1942, and recorded in Liber 194, Folio 432, one of the Land Records of Allegany County, Maryland, thence along the Easterly side of Warrior Mountain Road North 6 deg. 58 min. East 312 feet to an iron pin, then leaving the road South 83 deg. 30 min. East 418.3 feet to an iron pin and squared wooden stake, then South 6 deg. 58 min. West 312 feet to a stake at the end of the second line of the aforesaid mentioned land deed to Leona Virginia Welch, thence reversing the said second line North 83 deg. 30 min. West 418.8 feet to the beginning.

This being the same property which was conveyed by Bessie A. Hite and Dennis A. Hite, her husband, unto the said Seafers Wagner and Nellie Wagner, his wife, by deed dated September 9, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 222, Folio 248.

The above described property is improved by a two room frame dwellinghouse.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Seafers Wagner and Nellie Wagner, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Richard B. Kerns and Grace C. Kerns, his wife, their executors, administrator or assigns, the aforesaid sum of One Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. J. D. Thomas
Nov 29 1949

And it is Agreed that until default be made in the premises, the said

Seafers Wagner and Nellie Wagner, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Seafers Wagner and Nellie Wagner, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Richard B. Kerns and Grace C. Kerns, his wife, their

heirs, executors, administrators and assigns, or Thomas Lohr Richards his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Seafers Wagner and Nellie Wagner, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Seafers Wagner and Nellie Wagner his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal s of said mortgagor s.

Attest Joan B. Ghost

Seafers Wagner (Seal)

Joan B. Ghost

Nellie Wagner (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25th day of November

in the year nineteen hundred and Forty-Nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Seafers Wagner and Nellie Wagner, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Richard B. Kerns and Grace C. Kerns, his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost

My Commission Expires May 7, 1951.

Notary Public

Howard D. Taylor et ux Filed and Recorded November 26th 1949 at 8:50 A.M. Mortgage
The Second National Bank of Cumberland

Chia Mortgage

PURCHASE MONEY Made this 23rd day of November

in the year Nineteen Hundred and Forty Nine

Howard D. Taylor and Rosalie E. Taylor his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, a national banking corporation with its principal place of business in

of Cumberland, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Five Thousand (\$5000.00) Dollars to be repaid with interest at the rate of 4% per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a period of thirteen years by the payment of at least \$41.16, monthly on principal and interest, said monthly payment being first due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred (\$100.00) dollars, whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Howard D. Taylor and Rosalie E. Taylor, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors,

and assigns, the following property, to-wit:

All that lot or parcel of land situate, lying and being in Allegany Grove, Allegany County, Maryland, known and designated as Lot No. 8 on the Amended Plat of Allegany Grove Camp Ground, recorded in Plat Book Liber 1, Folio 53, in the Land Records of Allegany County, Maryland, and including an additional adjoining parcel of land at the rear through the extension of said Lot No. 8 to the Braddock Run, and described as one parcel as follows, to-wit:

Beginning for the same at a stake standing at the end of the first line of Lot No. 7 in said addition, said stake being also on the northerly side of Braddock Road, and running then with the said northerly side of Braddock Road South 58 degrees 5 minutes West 50 feet to a stake, it being also the beginning of the second line of the deed from Earsel L. Perry et al to The Cumberland Cement and Supply Company dated January 14, 1947, which is recorded in Liber 213, Folio 150, one of the Land Records of Allegany County, Maryland, then with all of said second line, it being also the second line of said Lot No. 8 and the same extended, and at right angles to said Braddock Road North 31 degrees 55 minutes West 227 feet to a stake standing on the edge of Braddock Run, then with said run and part of the third line of said last mentioned deed North 39 degrees 34 minutes East 52 feet, more or less, to intersect a line drawn North 31 degrees 55 minutes West from the place of beginning, and then with said intersecting line reversed South 31 degrees 55 minutes East 230 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William E. Gulick et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Howard D. Taylor and Rosalie E. Taylor his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumberland, its successors, the aforesaid sum of Five Thousand (\$5000.00) Dollars or assigns, the aforesaid sum or Five Thousand (\$5000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
to Myself Nov 24 1949

And it is Agreed that until default be made in the premises, the said
Howard D. Taylor and Rosalie E. Taylor, his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
Howard D. Taylor and Rosalie E. Taylor, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
The Second National Bank of Cumberland, its successors

~~and assigns, or Harry I. Stagmaier~~ and assigns, or Harry I. Stagmaier
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Howard D. Taylor and Rosalie E. Taylor his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Howard D. Taylor and Rosalie E. Taylor his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its
assigns, the improvements on the hereby mortgaged land to the amount of at least
Five Thousand (\$5,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee, its successors ~~or assigns~~, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest Angela W. McClure	Howard D. Taylor	(Seal)
Angela W. McClure	Rosalie E. Taylor	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 23rd day of November

in the year nineteen hundred and forty nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Howard D. Taylor and Rosalie E. Taylor, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Joseph M. Naughton, President of the
Second National Bank of Cumberland, a national banking corporation
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas. E. Shaw

Notary Public

Floyd R. Farris

Chattel Mortgage

To Filed and Recorded November 18th 1949 at 8:30 A.M.

North American Acceptance Corporation of Maryland

THIS CHATTEL MORTGAGE, Made this 14 day of November 1949
by Farris, Floyd R.
Cumberland of the City Allegany
County of

State of Maryland, hereinafter called "Mortgagor," to NORTH AMERICAN ACCEPTANCE CORPORATION OF MARYLAND
~~as body corporate~~

61 N. Centre Street, Cumberland, Md., hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Three hundred ninety
(\$ 390.00) Dollars, the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which
amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell
unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 408 S. Cedar Street
in said City of Cumberland, Allegany, in said State of Maryland, that is to say:

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings,
linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the
Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland
Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Chevrolet	Coupe	1939	2369782	14JA07-43933	

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.
PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its
regular place of business the aforesaid sum of Three hundred ninety Dollars.
(\$ 390.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in
15 successive monthly installments as follows: 15 installments of \$ 26.00
each; installments of \$ each; installments of \$ each;
installments of \$ each; payable on the 1 of each month beginning on the 1 day of
December, 1949, with interest after maturity at 6% per annum, then these presents shall
be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned
are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 29.25; and
service charges, in advance, in the amount of \$ 15.60. In event of default in the payment of this contract or any
installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in
the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is
no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle
from the state of Maryland or said other mortgaged personal property from the above described premises without consent in
writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and
inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure
insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in
an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates
thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims
for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in
the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

To Notary Public
Cumberland and Allegany
Nov 23 1949

George Robert Donius

Chattel Mortgage.

To

Filed and Recorded November 23rd 1949 at 8:30 A. M.

Fidelity Savings Bank of Frostburg, Md.

(Stamps 55¢).

THIS CHATTEL MORTGAGE, made this 22nd day of November, in the year 1949, by and between George Robert Donius, of Allegany County, Maryland, hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, hereinafter called the mortgagee, Witnesseth:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Eight Hundred Thirty-Eight 29/00 Dollars (\$838.29) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$838.29, payable to the order of said bank.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

Ford 4-Door Sedan - Red, 1946-7 Model, Engine and Serial Number 99A-1353209.

PROVIDED, that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$838.29 Dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon, or in any installment in whole or in part, or in any covenant or condition of this mortgage, or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage, the motor vehicle hereinbefore described shall be kept in a garage situated at Morantown, a village near Frostburg (RFD 2) in Allegany County, Maryland, except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$ full value, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire, to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 22nd day of November, in the year 1949.

Attest: Ralph M. Race

George Robert Donius

(Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of November, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared George Robert Donius, the within named mortgagor, and acknowledged the foregoing mortgage

to be his act and at the same time before me personally appeared William B. Yates, treasurer of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide, as therein set forth and that he is the treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

Charles T. Nestor, et ux.

Mortgage.

To

Filed and Recorded November 23rd 1949 at 11:05 A.M.

W. Wallace McKaig.

THIS MORTGAGE, made this 18th day of November, in the year Nineteen Hundred and Forty-Nine, by and between Charles T. Nestor and Rachel L. Nestor, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part, and W. Wallace McKaig, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, WITNESSETH:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee, in the full sum of Two Thousand Dollars (\$2,000.00) which said indebtedness, together with the interest thereon, at the rate of six per centum (6%) per annum, is payable three (3) years after date hereof. The said mortgagors do hereby covenant and agree to make payments of not less than twenty dollars (\$20.00) each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness, all in accordance with the terms and conditions of a Promissory Note, bearing even date and tenor herewith.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee, the following property, to-wit:

All those lots or parcels of ground known as Lots Nos. 673 and 674, on the plat of the Humbird Land and Improvement Company's Addition to Cumberland, Maryland, each of which said lots front 30 feet on the Southerly side of Roberts Street and extend back an even width for a depth of 134 feet, more or less, to an alley in the rear.

It being the same property which was conveyed unto the said Mortgagors by Amanda S. Nester, widow, by deed dated November --, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Compared and Mailed & Delivered in 1949.
To: McKaig, W. Wallace
11/25/49

AND WHEREAS, this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945, or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said mortgagors shall pay to the said mortgagee the aforesaid Two Thousand Dollars (\$2,000.00), and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagors may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagees. In case of advertisement under the above power but no sale, all expenses and one-half of said commissions shall be paid by the mortgagors to the person advertising.

AND the said Mortgagees further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least Two Thousand (\$2,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premium or premiums for said insurance when due.

Witness the hands and seals of said Mortgagees.

Attest: Betty June Beachy

Betty June Beachy

Charles T. Nestor (SEAL)

Rachel L. Nestor (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of November, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles T. Nestor and Rachel L. Nestor, his wife, the within named mortgagors, and acknowledged the foregoing mortgage to be their act and deed, and at the same time, before me, also personally appeared W. Wallace McKaig, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Cyrus H. Lewis,

Chattel Mortgage.

To

Filed and Recorded November 23rd 1949 at 8:30 A. M.

National Discount Corporation

(Cumberland Branch)

THIS CHATTEL MORTGAGE, Made this 17th day of November, 1949, by Cyrus H. Lewis, Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation:

WHEREAS, the said Mortgage is indebted unto

Interest	\$ 19.28	the said Mortgagee in the full sum of Three Hundred Twenty
Service Charge	12.84	One & 15/100 Dollars, which said sum the said Mortgage has
Insurance	36.98	agreed to repay in Eleven consecutive Mo. installments of
Recording Fees	2.05	
To Maker	250.00	
Total Loan	\$321.15	Twenty-Six and 76/100 Dollars and One Final installment of

Twenty-Six 79/100 dollars, all of which is evidenced by a promissory note of the said mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgage does hereby bargain and sell unto the said mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1940	Plymouth	4-Dr. Sed.	P10-196748	20084618

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagee.

WITNESS: J. H. Snyder.

Cyrus H. Lewis (SEAL)
Spring Gap, Md.

STATE OF MARYLAND, CUMBERLAND, To Wit:

(Cumberland Branch)

I HEREBY CERTIFY, That on this 17th day of November, in the year one thousand, nine hundred and forty-nine, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Cyrus H. Lewis, the Mortgage named in the foregoing mortgage and I acknowledged the foregoing mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

made in trust and the mortgage, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter, to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay the same over to the mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$ --), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all: H. C. Landis

Leonard Francis Little (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leonard F. Little, the within named mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared H. C. Landis, Cashier of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said H. C. Landis, in like manner, made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

Cumberland, Md.

For value received, The First National Bank of Cumberland, a corporation, hereby releases the within and foregoing chattel mortgage. In witness whereof, The First National Bank of Cumberland has caused these presents to be signed by its Cashier, with its Corporate Seal hereto affixed, attested by the signature of its Assistant Cashier, this 20th day of April, 1950.

Attest: J. V. Fair

Asst. Cashier

(Corporate Seal)

The First National Bank of Cumberland.

By H. C. Landis

Cashier

4/21/50

Daniel B. Parrish, et ux.

Mortgage.

To
Liberty Trust Company of Cumberland, Md.

Filed and Recorded November 25th 1949 at 2:55 P.M.

(Stamps \$2.75)

THIS MORTGAGE, Made this 25th day of November, in the year Nineteen Hundred and forty-nine, by and between Daniel B. Parrish and Luverna Parrish, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and the Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Daniel B. Parrish and Luverna Parrish, his wife, stand indebted unto the said The Liberty Trust Company, in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Daniel B. Parrish and Luverna Parrish, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said the Liberty Trust Company, its successors and assigns, the following property, to wit:

All that certain piece or parcel of ground situated on the northerly side of Fairview Avenue, in the City of Cumberland, Allegany County, Maryland, more particularly described as follows:

Beginning for the same at the intersection of the northerly side of Fairview Avenue with the westerly side of Dilley Street, and running thence with the westerly side of Dilley Street, North 17 degrees East 51 feet, thence leaving said side of Dilley Street, and running North 73 degrees West 99.50 feet to a fence post, thence South 30 degrees West 52 feet to the northerly side of Fairview Avenue, thence with the northerly side of Fairview Avenue, South 73 degrees East 60.50 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Richard Willison, Executor, by deed dated February 26, 1941, and recorded in Liber 189, Folio 220, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mort-

gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Daniel B. Parrish (SEAL)

Luverna Parrish (SEAL)

State of Maryland, Allegany County, To-Wit:

I HEREBY CERTIFY, that on this 25th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Daniel B. Parrish and Luverna Parrish, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have here to set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Urban F. McKenzie, et ux.

Mortgage.

To

Filed and Recorded November 25th 1949 at 2:55 P.M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.10).

THIS MORTGAGE; Made this 22nd day of November, in the year nineteen hundred and Forty-Nine, by and between Urban F. McKenzie and Sarah E. McKenzie, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Urban F. McKenzie and Sarah E. McKenzie, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW therefore, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Urban F. McKenzie and Sarah E. McKenzie, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated and being in the town of Lonaconing, Maryland, and more particularly described as follows:

Beginning at a forked linn tree, it being the beginning of James Brady's lot as conveyed by Hanekamp & Brother and running thence along the County Road, South 31-1/4 degrees West 40 feet to a stake; thence South 86 degrees East 66 feet to a stake on the bank of Georges Creek; thence North 20 degrees East 48 feet to a stake on the fourth and last line of Brady's lot; thence with said last line, West 80 feet to the place of beginning.

Also, all those two lots or parcels of land lying and being in Lonaconing, Allegany County, Maryland, and described as follows, to wit:

Beginning for the first piece at a stake standing by the South side of the County Road, and South 3-3/4 degrees West 40 feet from a double linn tree, the beginning of James Brady's lot, it being lot No. 26, on the plat and running with the County Road, South 20-2/3 degrees West 57 feet, South 31-3/4 degrees West 29-3/4 feet, thence South 80-1/2 degrees East 171 feet to intersect a line drawn South 39-1/2 degrees West from the end of the fifth line of Lot No. 22, thence North 39-1/2 degrees East 106 feet to the end of the said fifth line and with it reversed, North 82-1/2 degrees West 136 feet to the end of the second line of William Whitefield's lot, it being Lot No. 25 on the plat, thence North 85-1/2 degrees West 66 feet to the beginning, the above described lot being known as Lot No. 23 on the plat of the Island property, which is filed among the papers in No. 3190 Equity.

Beginning for the second lot, which is known as Lot No. 22 on said plat at the end of the first line of Lot No. 21, and running North 58 degrees West 138 feet to the end of the third line of James Brady's lot, it being No. 26 on said plat and with the fourth line thereof, South 12-3/4 degrees West 119 feet, thence with the fifth line thereof as corrected, North 84 degrees West 52 feet to the end of the third line of William Whitefield's lot, it being No. 25 on said plat, thence South 20-1/2 degrees West 39 feet, thence South 82 degrees East 136 feet to intersect a line drawn South 39-1/2 degrees West from the beginning, thence North 39-1/2 degrees East 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Elizabeth R. Ferrens, by deed dated August 6, 1923, and recorded in Liber 144, Folio 268, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and therights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey

the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: A. F. Green

Urban F. McKenzie (SEAL)

Sarah E. McKenzie (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Urban F. McKenzie and Sarah E. McKenzie, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

A. F. Green, Notary Public.

J. Edwin Keech, et ux.

Mortgage.

To
Home Building and Loan Association, Inc.

Filed and Recorded November 25th 1949 at 3:30 P. M.

THIS PURCHASE MONEY MORTGAGE, made this 25th day of November, in the year Nineteen Hundred and Forty-Nine, by and between J. Edwin Keech and Agatha M. Keech, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the Second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Ten Thousand Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent (6%) per annum, in the manner following:

By the payments of One Hundred Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract or parcel of land situated and lying on the Northwestern corner of Virginia Avenue and First Street in the City of Cumberland, Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the easterly side of First Street with the westerly side of Virginia Avenue, said point being the southeast corner of the brick building which stands on this described parcel of ground and running thence with the easterly side of First Street and the westerly face of said brick building, North 73 deg. 30 min. West 48.83 ft. to a stake in line with the westerly face and 1.23 feet distant from the Southwest corner of said brick building; thence at right angles with First Street, parallel with and 48.83 ft. distant from the westerly side of Virginia Avenue, North 16 deg. 30 min. East 70.5 feet; thence at right angles and parallel with First Street South 73 deg. 30 min. East 48.83 feet to intersect the westerly side of Virginia Avenue, said point being a chiseled mark on the sidewalk distant North 16 deg. 30 min. East 0.2 ft. from the Northeast corner of said brick building standing on this described parcel of ground; thence with the westerly side of Virginia Avenue and with the southerly face of said building, South 16 deg. 30 min. West 70.5 feet to the place of beginning.

This being the same property which was conveyed by Saleme Burket, widow of Elias G. Burket, deceased, and Saleme Burket, executrix under the Last Will and Testament of Elias G. Burket, deceased, unto J. Edwin Keech, and Agatha M. Keech, his wife, by deed of even date and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a large brick building consisting of two storerooms on the first floor and two apartments on the second floor, and is known as

Nos. 43, 45 and 47 Virginia Avenue, Cumberland, Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of Ten Thousand Dollars, in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee. (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes,

water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness the hand and seal of the said mortgagors.

Attest: Joan B. Ghost

J. Edwin Keech (SEAL)

Joan B. Ghost

Agatha M. Keech (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared J. Edwin Keech and Agatha M. Keech, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, attorney and agent for the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joan B. Ghost, Notary Public.

My Commission Expires May 7, 1951.

Betty J. Indolfi, et vir.

Chattel Mortgage.

To

Filed and Recorded November 26 at 8:30 A. M.

Family Finance Corporation

Account No. 16,053. Actual Amount of this Loan \$300.00. Cumberland, Md., November 25, 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Baltimore Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors, in the sum of Three Hundred & no/100 dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at -- in the City of ---- County of ---- State of Maryland, to-wit: -----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagor's residence at Rt. #4, Oldtown Road, in the City of Cumberland, County of Allegany, Maryland;

1 Checo radio; 1 green chair; 3 lamp tables, green and blue; 1 Ottoman and stool; (blue) 1 day bed, red; 3 end tables, oak; 1 book case, walnut; 4 chairs; 1 table Chrome; 1 Philco refrigerator; 1 Universal electric stove 170374; 1 utility white cabinet; 1 walnut bed; 1 metal bed; 1 walnut dresser; 1 walnut chair; 1 night stand, walnut; 1 chest drawers; walnut; 1 walnut vanity and stool.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional title against said personal property or any part thereof, except None.

PROVIDED NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said Mortgagee, the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; other wise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the mortgagee so requires, the security shall be kept insured at the expense of the mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable, at the option of Mortgagee, its successor and assigns, without prior demand, and mortgagee, its successor and assigns, shall

at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

WHEREVER the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness: D. A. Weisermiller, Sarah E. Pressman (SEAL)
Witness: E. F. Hoban Donald R. Pressman (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Sarah E. Pressman and Donald R. Pressman (her husband) the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And at the same time, before me, also personally appeared E. F. Hoban, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Richard J. Gould, Jr., Notary Public.

Equitable Savings & Loan Society of Frostburg, Md.

To

Stanley Edwin Grim, et ux.

Deed of Release.

Filed and Recorded November 28th 1949 at 10:15 A. M.

THIS DEED OF RELEASE, made this 25th day of November, 1949, by and between Equitable Savings and Loan Society of Frostburg, Maryland, a Maryland corporation, party of the first part, and Stanley Edwin Grim, and Bessie Grim, his wife, parties of the second part, all of Frostburg, Allegany County, Maryland.

WHEREAS, the parties of the second part borrowed the sum of Seven Hundred and Eighty Dollars (\$780.00) from the party of the first part and, to secure said indebtedness, conveyed to the party of the first part certain property located in Allegany County, Maryland, as will more particularly appear by reference to the mortgage of the parties of the second part to the party of the first part, which is of record among the Mortgage Records of Allegany

County, Maryland, in Liber No. 82, Folio 659; and

WHEREAS, the indebtedness secured by the aforesaid mortgage has been paid and satisfied and the parties of the second part are entitled to and have requested a release of the aforesaid mortgage.

NOW THEREFORE, this Deed of Release witnesseth, That for and in consideration of the premises and of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the party of the first part does hereby grant and convey all that property mentioned and described in the aforesaid mortgage unto the parties of the second part, their heirs and assigns, in fee simple, free and clear of the lien of the aforesaid mortgage.

TO have and to hold the aforesaid property unto the parties of the second part, their heirs and assigns, in the same manner as if said mortgage had never been executed.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed hereto by its president and its corporate seal affixed, attested by its Secretary, the day and year first above written.

(Corporate Seal)

EQUITABLE SAVINGS AND LOAN SOCIETY
OF FROSTBURG, MARYLAND

Attest:

By I. L. Ritter,
President

Fred W. Boettner,
Secretary.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared I. L. Ritter, President of Equitable Savings and Loan Society of Frostburg, Maryland, and acknowledged the foregoing Deed of Release to be the corporate act and deed of said Society; and the said I. L. Ritter further made oath in due form of law that he is President of said Equitable Savings and Loan Society of Frostburg, Maryland, and duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner, Notary Public.

Stanley Edwin Grim, et ux.

Mortgage.

To

Fidelity Savings Bank of Frostburg, Md.

Filed and Recorded November 28th 1949 at 10:15 A. M.

(Stamps \$1.65).

THIS MORTGAGE, Made this 23rd day of November, in the year Nineteen Hundred and Forty-Nine, by and between Stanley Edwin Grim and Bessie Grim, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of One Thousand Seven Hundred Dollars (\$1,700.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the

Compared and made correct by
Fidelity Savings Bank of Frostburg, Md.
Nov-30-1949

To Notary Public
Nov-30-1949

mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Forty and 00/100 dollars (\$40.00) commencing on the 10th day of January, 1949, and on the 10th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 10th day of December, 1953. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Stanley Edwin Grim and Bessie Grim, his wife, does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT PIECE or parcel of land known as parts of Lots Numbers One (1) and Two (2) of Block Twenty-Six (26) of Beall's First Addition to the Town of Frostburg, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the Northeast corner of Lot No. One at the intersection of Loo Street with Hill Street, thence with Loo Street, South 49½ degrees East 91 feet, South 40 degrees West 100 feet, North 50½ degrees West 86.2 feet to Hill Street, North 40 degrees East 100 feet to the beginning. It being sub-division One of the property of John B. Reese.

BEING THE SAME property which was conveyed to the said Stanley Edwin Grimm and Bessie Grim, his wife, by deed from Harriett Bradley, widow, dated May 1, 1922, and recorded in Liber No. 140, Folio 391, one of the Land Records of Allegany County, Maryland; to which deed reference is hereby made for a further description of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in

the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Seven Hundred (\$1,700.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable, and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

TO PERMIT, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days, or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encum-

brances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Service-men's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns, of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: Rachel Knieriem

Stanley Edwin Grim (SEAL)

Rachel Knieriem

Bessie Grim (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of November, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Stanley Edwin Grim and Bessie Grim, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Earle T. Michaels, et al.

Mortgage.

To Filed and Recorded November 28th 1949 at 10:15 A. M.
Fidelity Savings Bank of Frostburg, Md.

THIS MORTGAGE, made this 23rd day of November, in the year nineteen hundred and forty-nine, by and between Earle T. Michaels and Hazel E. Michaels, his wife, and William Robert Michaels and Belva Louise Michaels, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called Mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Three Thousand Five Hundred Dollars (\$3,500.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a

certain promissory note bearing even date herewith and payable in monthly installments of Thirty-Five and 00/100 dollars (\$35.00) commencing on the 23rd day of December, 1949 and on the 23rd day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 23rd day of November, 1961. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

And whereas, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Earle T. Michaels and Hazel E. Michaels, his wife, and William Robert Michaels and Belva Louise Michaels, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the Mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL: All the surface of that piece or parcel of land known as Lot No. Thirty (30) in Election District No. 24, in Eckhart, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a point on the South side of the National Highway, known as Route 40, said point being at the end of the first line of a parcel of land conveyed by The Allegany Real Estate Company to James C. Porter by deed dated June 16, 1936, filed and recorded in Liber No. 175, Folio 211, one of the Land Records of Allegany County, Maryland, and being also North 73 degrees 44 minutes East 123.90 feet from Consolidation Coal Company's Engineers Survey Station No. 11983, which is a copper plug in concrete shoulder on South side of said National Highway, and running thence with South side of said Highway (True meridian courses and horizontal distances being used throughout), North 78 degrees 59 minutes East 72.29 feet to the beginning corner of deed from The Allegany Real Estate Company to Bertha Wagus dated December 17, 1941, filed and recorded in Liber No. 192, Folio 346, one of the Land Records aforesaid; then leaving said National Highway and reversing part of the fourth line of beforementioned deed to Bertha Wagus, South 16 degrees 10 minutes East 137.00 feet North 78 degrees 54 minutes West 73.21 feet; North 15 degrees 47 minutes West 137.00 feet to the beginning, containing twenty-three hundredths of an acre, more or less.

Being the same property which was conveyed to George T. Hess and Averie Hess, his wife, by deed from Eva Keller, unmarried, dated July 26, 1944, and recorded in Liber No. 201, Folio 17, among said Land Records.

Being also the same property which was conveyed to the said William Robert Michaels and Belva Louise Michaels, his wife, by deed of even date herewith from the said George T. Hess and Averie Hess, his wife, which is intended to be recorded among said Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

SECOND PARCEL: All that surface of that tract or parcel of land, situate at Eckhart in Election District No. 24, Allegany County, Maryland, and being more particularly described as follows:

Beginning at a point on the Southerly limits of the National Pike, said point being North 49 degrees 33 minutes West 37.11 feet from the Northwest corner of the dwelling house now standing on the property hereby to be conveyed, and running thence with the said Southerly limits of said Pike (true meridian courses and horizontal distances being used throughout) North 67 degrees 55 minutes East 42.16 feet; then leaving said limits of said Pike

South 18 degrees 07 minutes East 141.94 feet to the center of an alley and with the center of said Alley, South 68 degrees 58 minutes West 43.30 feet; then leaving said alley North 17 degrees 38 minutes West 142.64 feet to the place of beginning, containing 0.139 of an acre, more or less.

Being the same property which was conveyed to the said Earle T. Michaels and Hazel E. Michaels, his wife, by deed from The Consolidation Coal Company, dated June 6, 1928, and recorded in Liber No. 158, Folio 698, among said Land Records. Special reference to which deed is hereby made for a further and more particular description of said property and the reservations, conditions and covenants therein particularly set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred (\$3,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insur-

ance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor by voluntary or involuntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness, which are inconsistent with said act or regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns, of the respective parties hereto.

Witness the hands and seals of said mortgagors.

Attest: Rachel Knieriem
Rachel Knieriem
Rachel Knieriem
Rachel Knieriem

Earle T. Michaels (SEAL)
Hazel E. Michaels (SEAL)
Wm. Robert Michaels (SEAL)
Belva Louise Michaels (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Earle T. Michaels and Hazel E. Michaels, his wife, and William Robert Michaels and Belva Louise Michaels, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the treasurer and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Roy M. Breighner, et ux.

Mortgage.

To

Filed and Recorded November 28th 1949 at 11:15 A. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.10).

THIS MORTGAGE, made this 25th day of November, in the year nineteen hundred and forty-nine, by and between Roy M. Breighner and Mary B. Breighner, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Roy M. Breighner and Mary B. Breighner, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Three Hundred Fifty (\$1,350.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roy M. Breighner and Mary B. Breighner, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that part of the property formerly belonging to Lydia Twigg lying on the West side of Black Walnut Ridge, west of Joseph R. Bishop's land and north and east of Marshall A. Shryock's land, and south of the Oldtown Road, in Election District No. 16, Allegany County,

Maryland, and lying within the following outlines, viz:

Beginning at a large hickory sapling with 4 notches on the south side of the Oldtown Road, was a curve in said road, and at the end of the 18th line of Marshall A. Shryock's part of the whole tract, said beginning being North 88 degrees East from the northeast corner of his house about 30 perches, and running South 68 degrees East 2-1/2 perches to a stone, then along and on the bank of said road, North 81 degrees East 8 perches to a stone, then South 66-1/2 degrees East 18 perches to a stone the northwest corner of Joseph R. Bishop's land, said stone being on the South bank of the said road, then with his line on the West corrected to date of December 11, 1937, South 33-1/2 degrees West 53 perches to a stone close by a black oak with 9 notches on the north side of a hill and at the end of the 12th line of Marshall Shryock's part of said tract surveyed as of September 13th, 1936, then with his lines thereof, North 69-1/2 degrees West 24 perches to a stone by 3 saplings 6 notches, North 35 degrees West 8-3/5 perches, North 16 degrees West 4-1/2 perches to a hickory 6 notches, North 31 degrees West 12-1/2 perches to the corner of the fence, then with his line, North 56 1/2 degrees East 17 1/2 perches to a maple, then North 67 1/2 degrees, East 21 perches to the beginning, containing 12 acres surveyed off December 11, 1937.

It being the same property which was conveyed unto the said Mortgagors by Charles P. Miller, et ux, by deed dated November 20, 1947, and recorded in Liber 218, Folio 233, one of the Land Records of Allegany County.

All that lot of ground designated as Lot No. 194 of the Humbird Land and Improvement Company's Addition to Cumberland, Maryland, and particularly described as follows, to-wit:

Beginning for the same North 53-1/2 degrees West 30 feet from the intersection of the South side of Elder Street with the West side of Olive Avenue, and running thence with the South side of Elder Street, North 53-1/2 degrees West 30 feet, thence at right angles to said Elder Street and parallel with the West side of Olive Avenue, South 36 1/2 degrees West 125 feet to the North side of an alley, thence with said alley and parallel with the South side of Elder Street, South 53 1/2 degrees East 30 feet and thence parallel with the West side of Olive Avenue, North 36 1/2 degrees East 125 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Martin J. Breighner, by deed dated July 12, 1939, and recorded in Liber 184, Folio 151, of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

To have and to hold, the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Three Hundred Fifty Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage

debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale, or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Three Hundred Fifty Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Roy M. Breighner (SEAL)

Mary B. Breighner (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Roy M. Breighner, and Mary B. Breighner, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and Agent or Attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Cumberland Brewing Company

Deed of Partial Release.

To

Filed and Recorded November 28th 1949 at 1:55 P. M.

J. R. Rowsey &c.

PARTIAL RELEASE OF CHATTEL DEED OF TRUST

The Cumberland Brewing Company, a Maryland corporation, hereby releases that certain chattel deed of trust dated November 3, 1949, executed by J. R. Rowsey d/b/a Cog City Distributing Company, to Lester Reynolds and Vincent V. Chaney, Trustees, to secure The Cumberland Brewing Company, a Maryland corporation, insofar, and so far only, as the said Deed of Trust constitutes a lien against:

One Reo Truck, year model 1946, Serial Number 19C29992, Motor Number 108A21567, Weight Capacity 7,500 pounds, One and one-half (1½) ton, Title No. A27585, pneumatic tires.

The said chattel deed of trust is recorded in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Chattel Trust Deed Book No. 363, at page 145, and is also recorded in the office of the Clerk of the County Court of Allegany County, Maryland, in Chattel Trust Deed Book No. 229, at page 7.

IN WITNESS WHEREOF, The Cumberland Brewing Company, a Maryland corporation, has caused its name to be signed and its seal to be affixed hereto, this 28th day of November, 1949.

(Corporate Seal)

THE CUMBERLAND BREWING COMPANY,

By J. H. Stitely,

Its Vice President.

Acknowledged before the subscriber by J. H. Stitely, who signed the name of the Cumberland Brewing Company, a Maryland corporation, thereto, this 28th day of November, 1949.

My commission expires May 7, 1951.

(Notarial Seal)

Mary K. Moore, Notary Public.

Frank Holly

Chattel Mortgage.

To

Filed and Recorded November 28th 1949 at 3:35 P. M.

Irving Millenson t/a &c.

THIS CHATTEL MORTGAGE, made this 26th day of November, 1949, by Frank Holly, of the city/county of Cumberland/Allegany, State of Maryland, hereinafter called the "Mortgagor" to Irving Millenson, t/a Millenson Company, 106-108 South Liberty Street, Cumberland, Maryland, License No. 65, hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Two Hundred Fifty Dollars (\$250.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property, or any part thereof, except - None.

PROVIDED NEVERTHELESS, that if the mortgagors shall well and truly pay unto the said Mortgagee, the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the State of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property and if there shall occur a default as above described, said Mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the

duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid, shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits, the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness: D. A. Weisenmiller

Margaret H. Fletcher (SEAL)

Witness: J. F. Porter, Jr.

Jacob A. Fletcher (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Margaret H. Fletcher and Jacob A. Fletcher (her husband) the Mortgagors named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared D. A. Weisenmiller, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee, and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Richard J. Gould, Jr., Notary Public.

Eunice H. Robertson, et vir. et al.

Mortgage.

To

Filed and Recorded November 29th 1949 at 3:20 P. M.

George C. Buchanan,

(Stamps \$1.65)

THIS MORTGAGE, Made this 26th day of November, 1949, by and between Eunice H. Robertson and Leonard William Robertson, her husband, of Allegany County, Maryland, and Norma Leona Gordon and Phillip S. Gordon, her husband, of Allegany County, Maryland, parties of the first part, and George C. Buchanan, of Allegany County, Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Fifteen Hundred (\$1500.00) Dollars, payable one year after date with interest from date at the rate of five and one-half (5½%) per cent per annum, payable quarterly.

NOW, THEREFORE, this Mortgage witnesseth:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the

to Office of the Clerk of the Court
 Dec 2 1949

second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, his heirs and assigns;

First parcel: All that piece or parcel of land lying on the East side of the McMullen Highway in the Village of Danville, Allegany County, Maryland, and described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the East boundary line of the McMullen Highway (U. S. Route No. 220) the beginning corner of the tract of which this is a part, and running thence with the first line thereof South 44 degrees 30 minutes East (M. B. 1930), 1435.6 feet to a stake and stone pile in Miller's line, and in the third line of Military Lot No. 3483; thence with said line reversed (continued Vernier Readings) North 45 degrees 30 minutes East 128 feet to a set stone in said line and second original line; thence making division line North 44 degrees 19 minutes West 1235.6 feet to an iron stake; thence South 43 degrees 15 minutes West 32.8 feet to another iron stake; thence North 44 degrees 50 minutes West 200 feet to another iron stake in the road line first above mentioned; thence with same South 43 degrees 15 minutes West 100 feet to the place of the beginning, containing 4.76 acres, more or less.

It being the same property which was conveyed unto the said Eunice H. Robertson by Ruth L. Brewer, widow, by deed dated October 8, 1949, and recorded in Liber No. 226, Folio 618, one of the Land Records of Allegany County, Maryland.

Second Parcel: All that lot or parcel of ground lying and being in Allegany County, Maryland, along the McMullen Highway near Dawson and known as Tract No. 2 in the Division of Military Lots Nos. 3483 and 3484, which said tract of land is more particularly described as follows:

BEGINNING at a stake standing at the Eastern side of the McMullen Highway and at the corner of Tract No. 1, of said Division and reversing the line of said Tract No. 1, South 44½ degrees East 87 poles to a stake and stone pile in Miller's line and at the corner of Tract No. 1, and also in the third line of Military Lot No. 3483; thence with said line reversed with variations corrected to date, North 45½ degrees East 17 poles to a stake and stone pile in said line; thence leaving same North 44½ degrees West 87 poles to a stake standing at the Eastern side of the McMullen Highway; thence with said Highway South 43½ degrees West 17 poles to the place of beginning. Containing 9½ acres, more or less.

It being the same property which was conveyed unto the said Norma Leona Gordon and Phillip S. Gordon, her husband, by Ruth Lancaster and John B. W. Lancaster, her husband, by deed dated July 13, 1937, and recorded in Liber No. 178, Folio 240, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged property to the amount of at least Fifteen Hundred (\$1500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS THE HANDS AND SEALS OF THE SAID MORTGAGORS.

Witness as to all:

Norman E. Chirlove

Eunice H. Robertson (SEAL)

Leonard W. Robertson (SEAL)

Norma L. Gordon (SEAL)

Philip S. Gordon (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th day of November, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Eunice H. Robertson and Leonard William Robertson, her husband, and Norma Leona Gordon and Phillip

S. Gordon, her husband, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me also appeared George C. Buchanan, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Francis C. Guy, Notary Public.

Leroy A. Wolford, et ux.

Chattel Mortgage.

To

Filed and Recorded November 29th 1949 at 8:30 A. M.

Frostburg National Bank

This purchase money chattel mortgage, Made this 25th day of November, 1949, by and between Leroy A. Wolford and Dorothy E. Wolford, his wife, 174 First Street, Frostburg, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the mortgagor is justly indebted to the Mortgagee in the full sum of Four Hundred One and 21/100 Dollars (\$401.21) which is payable with interest at the rate of six per cent (6%) per annum, in 12 monthly installments of Thirty-Three and 45/100 dollars, (\$33.45) payable on the 25th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at 174 First Street, Frostburg, Allegany County, Maryland;

1940 Buick 4D Sedan - Motor Number: 53821735 - Serial Number: 13642209

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest, as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found, and take and carry away the said property hereby mortgaged and to sell

the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Four Hundred and no/100 dollars (\$400.00), and to pay the premiums thereon, and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

Witness the hands and seals of the parties of the first part.

Attest as to all:

LeRoy A. Wolford (SEAL)

David R. Willetts

Dorothy E. Wolford (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Leroy A. Wolford and Dorothy E. Wolford, his wife, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

William Dennis O'Neill

Chattel Mortgage.

To

Filed and Recorded November 29th 1949 at 11:00 A. M.

Commercial Savings Bank of Cumberland, Md.

THIS CHATTEL MORTGAGE, made this 25th day of November, 1949, by and between William Dennis O'Neill, of Allegany County, Maryland, hereinafter called the Mortgagor, and The Commercial Savings Bank of Cumberland, Maryland, a corporation, hereinafter called the mortgagee, WITNESSETH:

WHEREAS, the said mortgagor stands indebted unto the said mortgagee in the full sum of Eight Hundred Eighty-Six and 50/100 Dollars (\$886.50) payable in 15 successive monthly

gors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS D. A. Weisenmiller Dorothy E. Heavener (SEAL)
WITNESS E. F. Hoban John C. Heavener (SEAL)
WITNESS _____ (SEAL)

City
STATE OF MARYLAND COUNTY OF Cumberland-Allegany, TO WIT:

I HEREBY CERTIFY that on this 25 day of November 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Dorothy E. Heavener, and John C. Heavener (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be theirs act. And, at the same time, before me also personally appeared D. A. Weisenmiller

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal) Ember D. Johnson Notary Public.

FOR VALUE RECEIVED, The Family Finance Corporation of Cumberland, Maryland hereby release the within and aforesaid Chattel Mortgage.

WITNESS the signature of the said corporation, by attorney in fact, attested by its Secretary, and with its corporate seal affixed, this 27 day of March, 1950.

Attest: D. W. Squires Secretary
By E. D. Johnson Attorney in Fact

3/30/50

George G. Buskey et ux Filed and Recorded November 26 1949 at 11:55 A.M. Mortgage
Cumberland Savings Bank of Cumberland, Maryland (Stamps \$3.85)

This Mortgage, Made this 26th day of November in the year Nineteen Hundred and Forty-Nine, by and between George G. Buskey and Dorothy Buskey, his wife,

of Allegany County, in the State of Maryland part ies of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, a corporation of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said George G. Buskey and Dorothy Buskey his wife stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland in the just and full sum of Thirty-five Hundred (\$3500.00) Dollars payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the sum of \$50.00 per month, which amount is to include interest.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George G. Buskey and Dorothy Buskey his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its Successors,

~~xxxx~~ and assigns, the following property, to-wit: All that piece or parcel of land, or ground, situate, lying and being in Election District No. 21 Allegany County, State of Maryland, and more particularly described as follows, to wit:

Beginning for the same at a steel stake in the first line of the whole parcel of which this is a part, at the Northwest corner of the parcel of land conveyed by Harry C. Gillum and Myrtle Viola Gillum, his wife, to John H. Johnson and Ada Johnson, his wife, by deed dated February 21, 1944, and recorded in Liber 199 folio 23, of the Land records of Allegany County, Maryland and running thence by said land South 37 degrees West 244.75 feet to a steel stake on the Northeast margin of a twelve foot driveway; thence by said driveway North 49 degrees West 281.75 feet to a steel stake; thence by a new division line North 37 1/2 degrees East 251.75 feet to a steel stake in the boundary line of the whole tract; thence by part of said land and the land of Dr. T.B. Hunter, South 47 degrees East 281.75 feet to the place of beginning. Containing 1.6 acres.

It being a part of the same property which was conveyed to H. C. Gillum and Myrtle V. Gillum his wife, by Duncan C. Gillum and Barbara S. Gillum, his wife, by deed dated April 27, 1923 and recorded in Liber 143 folio 43, one of the Land Records of Allegany County, Maryland; the said H. C. Gillum having departed this life in the year 1946, thus vesting the entire title in and to said property in Myrtle V. Gillum by operation of law.

It being also the same property which was conveyed to George G. Buskey and Dorothy Buskey, his wife, by Confirmatory deed by Myrtle Viola Gillum (widow) dated the 26th day of November, 1949 and to be recorded prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said George G. Buskey and Dorothy Buskey, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors ~~xxxxxx~~ or assigns, the aforesaid sum of Thirty-five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

George G. Buskey and Dorothy Buskey, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said George G. Buskey and Dorothy Buskey his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

George G. Buskey and Dorothy Buskey, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said George G. Buskey and Dorothy Buskey, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-five Hundred (\$3500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors, heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest

Ethel McCarty

George G. Buskey (Seal)

Dorothy Buskey (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 19th day of November

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George G. Buskey and Dorothy Buskey his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty

Notary Public

Paul Lee Goldsworthy et ux

To The Second National Bank of Cumberland, Maryland

Mortgage (Stamps \$4.95)

This Mortgage, Made this 28th day of November

in the year Nineteen Hundred and Forty-Nine, by and between

Paul Lee Goldsworthy and Mary Eleanor Goldsworthy, his wife

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are justly indebted unto the party of the second part in the sum of Forty-Eight Hundred Dollars (\$4,800.00) this day loaned the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum in payments of not less than Fifty (\$50.00) Dollars per month. Said monthly payments to be applied first to interest and the balance to principal. The first of said payments to be due and payable one month from the date hereof and to continue monthly until principal and interest are fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors

and assigns, the following property, to-wit:

All that lot or parcel of ground being parts of Lots Nos. 9 and 10 of Section "B" in the Cumberland Improvement Company's Northern Addition to Cumberland, fronting 99 feet on Shriver Avenue and extending back 100 feet, the rear line of said lot being 71 feet more or less and being the same property which was conveyed to the parties of the first part by Barbara Ackerman (widow) by deed dated June 2, 1937, and recorded among the Land Records of Allegany County in Liber No. 177, folio 661. Said property being on the corner of Shriver Avenue and Piedmont Avenue, City of Cumberland, Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Forty-Eight Hundred (\$4,800.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Notary - City
Nov 29 19 49

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-Eight Hundred (\$4,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest	Angela W. McClure	Paul Lee Goldsworthy	(Seal)
	Angela W. McClure	Mary Eleanor Goldsworthy	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28th day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Paul Lee Goldsworthy and Mary Eleanor Goldsworthy, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner Cashier of The Second National Bank of Cumberland, Cumberland, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joseph F. Stakem

Notary Public

Joseph M. Steger et ux To Filed and Recorded November 28th 1949 at 3:15 P.M.
The Second National Bank of Cumberland

This Mortgage, Made this 25th day of November
PURCHASE MONEY
in the year Nineteen Hundred and Forty Nine, by and between
Joseph M. Steger and Phyllis J. Steger his wife

of Allegany County, in the State of Maryland
parties of the first part, and
The Second National Bank of Cumberland, a banking corporation with its place of business in
Cumberland, Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Five Thousand Five Hundred (\$5500.00) Dollars to be repaid with interest at the rate of 4% per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$40.69 monthly on principal and interest, said monthly payment first becoming due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said payment to be applied first to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00) whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph M. Steger and Phyllis J. Steger his wife

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, its successors,

and assigns, the following property, to-wit:
All that certain tract or parcel of ground situated, lying and being on the northerly side of the Oldtown Road, in Election District No. 16 about 7 miles easterly of Cumberland, Allegany County, Maryland known as a part of a tract of land called "Collier's New Discovery" which is more particularly described as follows to wit:

Beginning for the same at a locust post and planted stone at a large cherry tree at the end of the first line of a deed from Mary A. Davis et al to H. Delilah Wheeler dated July 25, 1903, which is recorded in Liber 93, Folio 240, one of the Land Records of Allegany County, Maryland, and running then North 48 degrees 35 minutes West 478 feet to an iron bolt driven in the center of the Collier's Hollow Road, then with said road and a part of the second and third line of the aforesaid deed South 35 degrees 15 minutes West 405.5 feet, then South 28 degrees West 455.5 feet to the westerly side of the northerly abutment of the old Q & O Canal bridge, then running with the Oldtown Road (Route 51) South 61 degrees 15 minutes East 198 feet, then South 77 degrees 15 minutes East 561 feet, then South 70 degrees 15 minutes East 198 feet to a stake in the road-bed of the old Oldtown Road and opposite a high point of rocks, then with a part of the seventh line of the aforesaid deed North 19 degrees 3 minutes East 529 feet, more or less, to a fence corner on the southwesterly right of way line of the Western Maryland R.R. Co. then with said right of way line North 43 degrees 30 minutes West 268 feet to a stake at a fence corner and then South 83 degrees 40 minutes West 105.5 feet to the place of beginning, containing 13 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Willow McCabe Wellington et al dated November 16, 1949, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Joseph M. Steger and Phyllis J. Steger, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, its successors or assigns, the aforesaid sum of Five Thousand Five Hundred (\$5500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Directed
To Mr. Steger
Nov 29 1949

Joseph M. Steger and Phyllis J. Steger, his wife,

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

The Second National Bank of Cumberland, its successors

Joseph M. Steger and Phyllis J. Steger, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Joseph M. Steger and Phyllis J. Steger his wife,

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least _____ further covenant to

Five Thousand Five Hundred (\$5500.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attost Angela W. McClure
 Angela W. McClure

Joseph M. Steger (Seal)
Phyllis J. Steger

_____ (Seal)

State of Maryland,

Allegany County, in wit:

I hereby certify, That on this 25th day of November

in the year nineteen hundred and forty nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Joseph M. Steger and Phyllis J Steger his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of The Second National Bank of Cumberland, a national banking corporation, who, together with the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas E. Shaw

Notary Public

Charles G. Dayton et ux
To
The Citizens National Bank of Westernport, Maryland

Filed and Recorded November 29th 1949 at 10:40 A.M.

Mortgage

the Citizens National Bank of Westernport, Maryland
This Mortgage, Made this twenty-first of November
 Purchase Money
 in the year Nineteen Hundred and forty nine, by and between
 Charles S. Dayton and Florence Ethel Dayton, husband and wife,

of Luke, Allegany County, in the State of Maryland
part ies of the first part, and The Citizens National Bank of Westernport, Maryland
a corporation organized under the National Banking Laws of The United States of America
of Westernport, Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas The said parties of the first part are indebted unto the said party of the second part in the full and just sum of nine hundred and twenty five dollars (\$925.00) for money lent, being part of the purchase price of the hereinafter described real estate, and which loan is evidenced by the promissory note of said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part, at The Citizens National Bank of Westernport, Maryland. And whereas, it was understood and agreed between the parties hereto that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

All that lot of ground known as Lot Number one hundred and fifty (150), as laid out on the plat of West Piedmont or Luke, in Allegany County Maryland, corner of Pratt and Fairview Streets, and being the same property which was conveyed unto the parties of the first part herein by deed from the West Virginia Pulp and Paper Company dated November 5, 1949 and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, exocutors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
~~xxxxxx,xxxxxx,xxxxxx~~ or assigns, the aforesaid sum of nine hundred and twenty five
dollars (\$925.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

parties of the first part

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____ party of the second part, its successors

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, t heir representatives, heirs or assigns.

And the said parties of the first part

assigns, the improvements on the hereby mortgaged land to the amount of at least
Nine hundred and twenty five dollars

Five hundred and twenty five dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors, heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest

Charles J. Laughlin

Charles S. Dayton (Seal)

Florence Ethel Dayton (Seal)

_____ (Seal)

_____ (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twenty-first day of November

in the year nineteen hundred and forty-nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Charles S. Dayton and Florence Ethel Dayton, husband and wife

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, the president of The Citizens National Bank of Westernport, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the agent and the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Charles J. Laughlin

Notary Public

To
Mary Karam

Filed and Recorded November 29th 1949 at 11:25 A.M.

Mortgage

This Mortgage

This Mortgage, Made this -- day of November

in the year Nineteen Hundred and Forty Nine

by and between

Mary L. Ross, Single

or City of Washington _____ in
part y of the first part, and Mary Karam _____ in the ~~State of~~ District of Columbia,

of Muskingum County in the State of Ohio

part y of the second part, WITNESSETH:

Whereas, the said party of the first part is indebted unto the said party of the second part for money borrowed in the amount of Seven Thousand Dollars (\$7,000.00) as evidenced by the Promissory Note of the said party of the first part dated of even date herewith, payable on demand unto the order of the said party of the second part, with interest at the rate of six percent (6%) per Annum, in the amount of the said sum of Seven Thousand Dollars (\$7,000.00) and WHEREAS, the said party of the first part agrees, in the reduction of the aforesaid note that she will pay at least the sum of Ninety Dollars (\$90.00) per Month, including the interest aforesaid, plus any Bank Service charges that the Citizen's National Bank of Westernport makes, where the note will be placed for collection and payment, and

WHEREAS it is agreed by the said party of the first part herein that she would execute this Mortgage for the purpose of securing the aforesaid note, and

WHEREAS, the aforesaid borrowed sum of money is for the purchase of the hereinafter described property and therefore this is a Purchase Money Mortgage

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit:
All that certain lot of ground on the West side of Main Street, called Lot Number
e (3), in Morrison's First Addition to the Town of Westernport, in Allegany County, Mary-
land, which is designated as Lot No. One (1) on a plat filed in No. 4713 Equity, in the Circuit
Court for said Allegany County, and particularly described as follows:

Beginning for the same on the West side of Main Street, at the end of the first line of Lot Number Two (2), in Morrison's First Addition to said Town, and running thence with Main Street, North Twenty-Four degrees East Forty-Nine and one-half ($49\frac{1}{2}$) feet to a point distant South Sixteen and Three quarters, ($16\frac{3}{4}$) degrees West Fourteen and one-half ($14\frac{1}{2}$) feet from the Southeast corner of the dwelling formerly occupied by James B. Miller; thence North Sixty-Five and one-quarter ($65\frac{1}{4}$) degrees West Ninety-eight (98) feet to George's Creek; thence with said Creek South Twenty-Four (24) degrees West Forty Nine and one-half ($49\frac{1}{2}$) feet, and thence South Sixty-Six and one quarter ($66\frac{1}{4}$) degrees East Ninety-eight (98) feet to the beginning. Being the same property as conveyed unto the said party of the first part hereby by the said Mary Karam et vir, by deed dated November 12, 1949, and recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage, and being also the same property as conveyed unto the said Mary Karam in the first paragraph of that certain deed from Nusre Mansor et ux, dated April 27, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 193, Folio 623.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her
heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, her
executor, administrator or assigns, the aforesaid sum of seven thousand dollars (\$7,000.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on her part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand & .00/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~XXXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest
Horace P. Whitworth, Jr. Mary L. Ross, (Seal)
unmarried (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 12th day of November

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Mary L. Ross, unmarried

and did acknowledged the foregoing mortgage to be her voluntary act and deed; and at the same time before me also personally appeared Mary Karam

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Naoma Flanagan
Notary Public

Henry Edward Bradley et ux
To
The Citizens National Bank of Westernport, Maryland

This Mortgage, Made this twenty-eighth day of November
PURCHASE MONEY
in the year Nineteen Hundred and forty-nine, by and between

Henry Edward Bradley and Freda Virginia Bradley, husband and wife,

of Luke, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America

of Westernport, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of fifteen hundred and seventeen dollars (\$1517.00) for money lent, being a part of the purchase price of the herein mortgaged property and which loan is evidenced by the promissory note of said parties of the first part, of even date herewith, payable on demand with interest to the order of the said party of the second part, and whereas, it was understood and agreed between the parties that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

meets and assigns, the following property, to-wit:
All that parcel of land in Luke, Allegany County, Maryland located along the south boundary of the roadway connecting Grant Street and Mullan Avenue, along the Old Bloomington Road which was conveyed unto the parties of the first part herein by deed from the West Virginia Pulp & Paper Company, dated November 19, 1949, which deed is to be recorded among the land records of Allegany County at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property by meets and bounds.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of fifteen hundred and seventeen dollars (\$1517.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To Notary Westernport Md.
Nov 28 1949

And it is Agreed that until default be made in the premises, the said parties of the first part, their

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Horace P. Whitworth, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part herein, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen hundred and seventeen Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Horace P. Whitworth Jr.

Henry Edward Bradley (Seal)

Freda Virginia Bradley (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this twenty-eighth day of November

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Henry Edward Bradley and Freda Virginia Bradley, husband and wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, President of The Citizens National Bank of Westernport, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the President and agent of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Naoma Flanagan

Notary Public

Charles E. Day et ux

Harry R. Miller et ux

This Mortgage,

Made this 28th day of November

in the year Nineteen Hundred and forty nine

Charles E. Day and Mary E. Day his wife

of Allegany County, in the State of Maryland

parties of the first part, and

Harry R. Miller and Rose C. Miller, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the second part have this day loaned to the said parties of the first part the full and just sum of one thousand twenty eight dollars ninety cents (\$1028.90) which said sum the said parties of the first part do hereby agree to repay in successive weekly installments of not less than twenty (\$20.00) Dollars per week, the first of said installments being due and payable one week from the date hereof, together with interest thereon at the rate of six (6%) per cent per annum due and payable quarter annually accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of land situate, lying and being along the Northwestern side of a private road leading in Northeasterly direction from the Willowbrooke Road, in Allegany County, Maryland, and which said piece or parcel of land is more particularly described as follows:

BEGINNING for the same at an apple tree standing along the Northwestern side of the above mentioned private road leading from the Willowbrooke Road in a Northeasterly direction said apple tree being distant 79 feet on a line drawn South 35° 5 minutes West from the South-easterly corner of the brick dwelling house commonly known as the old "Fesenmier Home Place" and said point of beginning being likewise the beginning point in a deed from Robert M. King, Trustee, to Minnie Arnett, dated October 3, 1936, and recorded among the Land Records of Allegany County in Liber No. 176, folio 17, and running thence reversing the fourth line of said deed, North 50° 00 minutes West 208.71 feet to the end of said third line of said Arnett said deed, thence parallel to the aforementioned private road, South 40° 00 minutes West 50 feet, thence parallel with the first line of this deed and distant 50 feet therefrom, South 50° 00 minutes East 208.71 feet to the Northwestern side of the said private road, thence along and minutes East 208.71 feet to the Northwestern side of the aforesaid private road, North 40° East 50 feet to the place of beginning.

BEING the same property that was conveyed to the said Charles E. Day by Irving Rosebaum and Edna Rosenbaum, his wife by deed dated the 14th day of July, 1944 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 200 folio 662.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the second part their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part executor, administrator or assigns, the aforesaid sum of one thousand twenty eight dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Entered
To Wife of Robert M. King, Esq.
William H. King
Nov 29 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Betty J. Long Charles E. Day (Seal)
Betty J. Long Mary E. Day (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28th day of November, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles E. Day and Mary E. Day his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Harry R. Miller and Rose C. Miller, his wife the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Catherine Barley Erlich
Notary Public

Albert E. Scarpelli et ux
Harvey F. Huffman et ux
Filed and Recorded November 30th 1949 at 11:00 P.M.

Mortgage
(Stamps \$1.10)

This Mortgage, Made this 29th day of November
SECOND PURCHASE in the year Nineteen Hundred and Forty-Nine, by and between

Albert E. Scarpelli and Dorothy M. Scarpelli his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Harvey F. Huffman and Mary T. Huffman his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said parties of the second part in the full and just sum of One thousand and seventy-six dollars and eighty seven cents, (\$1,076.87) and to secure the payment together with the interest thereon when and as the same may become due and payable, this mortgage is given. The Mortgagors further agree to pay to said Mortgagees the sum of Twenty-five Dollars (\$25.00) each and every month accounting from the first day of December 1949 to be applied on the principal sum of said mortgage debt. Interest payments to be adjusted accordingly. This mortgage is written for a term of one year from its date and after the expiration of said year, if not paid, shall continue in force under the same terms and condition as written until called by said mortgagees, their heirs or assigns. It is understood and agreed by the parties to this mortgage that the principal sum of said mortgage debt shall bear interest at the rate of four percentum (4%) per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Valley Road about one half mile northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot No. 8 Section "C" as shown on amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the Northeasterly side of Ore Street at the end of the first line of Lot Number 7 Section C of said Addition and running thence with the easterly side of said street North thirty four (34) degrees .01 minute west forty (40) feet; then North fifty five (55) degrees fifty nine (59) minutes east one hundred thirty eight (138) feet more or less to the westerly side of an alley fifteen (15) feet wide, then with the westerly side of said alley in a southeasterly direction forty (40) feet to the end of the second line of aforesaid Lot No. Seven then with said second line reversed south fifty five (55) degrees fifty nine (59) minutes West one hundred forty two (142) feet more or less to the beginning.

It being the same property conveyed by Harvey F. Huffman and Mary Theresa Huffman, his wife to Dorothy M. Scarpelli by deed dated the 29 day of November, 1949 and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this second mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Second Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of One thousand and seventy-six dollars and eighty seven cents, and when the same shall become due and payable, and in together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To How App. City Clk.
Nov 7 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or George M. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least One thousand and seventy-six and 87/100

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee's, their heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee's, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s

Attest

Gerald L. Harrison

Albert E. Scarpelli (Seal)

Dorothy M. Scarpelli (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify.

That on this 20th day of November in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Albert E. Scarpelli and Dorothy M. Scarpelli his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Harvey F. Huffman and Mary T. Huffman his wife, the within named mortgagee's and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

William V. Fagan et ux

Harry R. Miller et ux

Filed and Recorded December 1st 1949 at 12:40P.M.

Mortgage

(Stamps \$1.10)

This Mortgage, Made this 20th day of November

in the year Nineteen Hundred and forty nine, by and between William V. Fagan and Betty L. Fagan, his wife

of Allegany County, in the State of Maryland

parties of the first part, and Harry R. Miller and Rose C. Miller, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The said parties of the second part has this day loaned unto the said parties of the first part the full and just sum of one thousand twenty eight dollars ninety cents (\$1,028.90) which said sum the said parties of the first part do hereby agree to repay in successive monthly installments of not less than twenty five (\$25.00) Dollars per month, beginning January 1, 1950, together with interest thereon at the rate of six (6%) per cent per annum, due and payable semi-annually, accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground situated, lying and being on the Easterly side of Auburn Avenue in the City of Cumberland, Allegany County, in the State of Maryland known and distinguished as Lot No. 45 on the map of Dorn's Addition to the City of Cumberland, Maryland, and which said lot is more particularly described as follows:

BEGINNING from the same at a point on the Easterly side of Auburn Avenue at the end of 312.83 feet measured in a Southerly direction along the Easterly side of said Auburn Avenue, from the Southerly side of Hudson Avenue, and running thence with the Easterly side of said Auburn Avenue, South 23° West 25 feet, thence at right angles thereto South 67° East 115 feet to an alley fifteen feet wide and with it, North 23° East 25 feet, thence North 67° West 115 feet to the place of beginning.

BEING the same property that was conveyed to the said William V. Fagan by Leo Twigg and Rosalie Twigg, his wife, by deed dated the 27th day of March, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 219, Folio 542.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of one thousand twenty eight dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand twenty eight dollars ninety cents (\$1,028.90) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee's, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Leota Shircliff

William V. Fagan

(Seal)

Betty L. Fagan

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 30th day of November

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

William V. Fagan and Betty L. Fagan, his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Harry R. Miller and Rose C. Miller his wife

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Leota Shircliff

Notary Public

For value received, we hereby release the within and aforesaid mortgage. Witness our hands and seals this 10th day of December 1949.

Richard A. Reid
Richard A. Reid

Harry R. Miller
Rose C. Miller

(Seal)
(Seal)

12/12/49

James D. Lyden et ux

Leo J. Carter et ux

Filed and Recorded December 2nd 1949 at 10:10 A.M.

Mortgage

This Mortgage,

Made this

25th

day of

November

in the year Nineteen Hundred and Forty-nine

, by and between

James D. Lyden and Flora P. Lyden his wife

of Allegany

County, in the State of Maryland

parties of the first part, and Leo J. Carter and Josephine Carter, his wife,

of Allegany

County, in the State of Maryland

parties of the second part, WITNESSETH;

Whereas, the said James D. Lyden and Flora P. Lyden, his wife, stand indebted unto Leo J. Carter and Josephine Carter, his wife, in the full and just sum of Five Hundred (\$500.00) Dollars payable to the order Leo J. Carter and Josephine Carter, his wife, one year after date with interest from date at the rate of Six per centum (6%) per annum, payable semi-annually as it accrues at the home of the mortgagees on Railroad Street in Lonaconing, Allegany County, Maryland

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part

heirs and assigns, the following property, to-wit:

ALL THAT PIECE or parcel of ground situated about 105 feet in a Southeasterly direction from Railroad Street in the Town of Lonaconing, Allegany County, Maryland and being a part of Lot No. 7 one of a series of lots originally laid out by the Georges Creek Coal and Iron Company in the year 1866 and which said lot was originally conveyed to John M. Kelly by deed dated February 19, 1866 and recorded in Liber No. 24, folio 219, of the Land Records of Allegany County, Maryland. The parcel herein intended to be conveyed is more particularly described as follows: (magnetic courses as of October, 1942, run by vernier readings and horizontal distances being used throughout.)

Beginning for the same at a stake standing on the Northwestern margin of the road which lies parallel to and 180 feet Southeasterly distant from Railroad Street, said point of beginning being at the end of 2.10 feet on a line drawn North 44 degrees 58 minutes East from the end of the second line of Lot No. 6 of the aforesaid series and being also at the end of the fourth line of that parcel of ground which was conveyed by deed of the mortgagees herein to Charles L. Hausrath et ux dated October 3, 1949, and recorded in Liber No. 226, folio 635, of the aforesaid Land Records, and running thence with the aforesaid road and the fifth line of said Hausrath deed, North 44 degrees 58 minutes East 11.10 feet to a stake, thence across said road and with the 6th line of the Hausrath deed, South 35 degrees 42 minutes East 139.43 feet to a stake standing at the end of 28.43 feet on the third line of the aforesaid original Lot No. 7 thence reversing part of said third line with an allowance of 3 degrees 48 minutes for magnetic variation, North 22 degrees 33 minutes East 15.29 feet, thence North 35 degrees 42 minutes West 210.70 feet to a stake, thence South 52 degrees 56 minutes West 23.55 feet to a stake standing at the end of the third line of the aforesaid Hausrath deed, thence with the fourth line thereof, South 35 degrees 24 minutes East 80.58 feet to the beginning.

Being a part of the same property which was conveyed to the said Leo J. Carter and Josephine Carter, his wife, by deed from Henry Knapp, single, dated December 30, 1944, and recorded in Liber No. 202, folio 576, of the aforesaid Land Records.

Being also the same property which was conveyed to the said James D. Lyden and Flora P. Lyden, his wife, by deed from the said Leo J. Carter and Josephine Carter, his wife, dated November 25th, 1949, and intended to be recorded among said Land Records. This mortgage is intended to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Five Hundred (\$500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Leslie J. Clark his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred (\$500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest as to both

Leslie J. Clark

James D. Lyden

(Seal)

Flora P. Lyden

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25th day of November

in the year nineteen hundred and forty-nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared James D. Lyden and Flora P. Lyden, his wife

and each acknowledged the foregoing mortgage to their respective act and deed; and at the same time before me also personally appeared Leo J. Carter and Josephine Carter his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Leslie J. Clark Notary Public
For value received, we hereby release the within mortgage. Witness
our hands and seals this 17th day of March, 1950
Leslie J. Clark Leo J. Carter Josephine Carter
(Seal) (Seal)

3/18/50

#####

Ada Triplett et vir

Chattel Mortgage

To

Filed and Recorded November 26th 1949 at 8:30 A.M.

Family Finance Corporation

(Stamps \$.55)

THIS CHATTEL MORTGAGE, Made this 25 day of November 19 49
by Triplett, Ada and Carl D. (Her Husband)

Cumberland of the City of Allegany
County

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION

a body corporate,

121 Baltimore St., Cumberland, Md.

hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Eight hundred Twenty-Eight --no/100 Dollars (\$ 828.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 412 Central Ave. Street in said City of Cumberland-Allegany County, in said State of Maryland, that is to say:

1, 3-piece living room suite red, 1 Zenith radio, 1 red rug, 1 table white lamp, 1 desk walnut and chair, 1 radio table model Firestone, 1 walnut table, 6 walnut chairs, 1 walnut buffet, 1 walnut china closet, 1 red rug, 1 server, 1 small mirror, 4 chairs, 1 table red, 1 Kenmore electric washer, 1 Hot Point refrigerator 0721306, 1 Crosley stove 117321, 1 Duplex vacuum cleaner 19998, 1 table oval white, 1 walnut bed, 1 maple bed, 1 walnut bed, 1 walnut dresser, 1 walnut chair, 1 chest of drawers walnut, 1 maple dresser, 1 chest of drawers a maple, 1 vanity and stool, 1 walnut dresser, 1 chest of drawers walnut, 1 Singer sewing machine B6398507

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Pontiac	Silver Streak	1941	8266690	P8JB-6622	Weather Chief Heater

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Eight Hundred Twenty-Eight --no/100 Dollars.

(\$ 828.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 18 successive monthly installments as follows: 18 installments of \$ 46.00

each; 18 installments of \$ 46.00 each; 18 installments of \$ 46.00 each; 18 installments of \$ 46.00 each; payable on the 25 of each month beginning on the 25 day of December, 1949 with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 74.52; and service charges, in advance, in the amount of \$ 20.00. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

sum of \$ Full Value, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 28th day of November, in the year 1949.

Attest: Ralph M. Race

Russell Clayton Durst (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, 1949, before me, the subscriber, a Notary public of the state of Maryland, in and for Allegany County aforesaid, personally appeared Russell Clayton Durst the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

Alonzo Riggleman, et ux.

Mortgage

To

Filed and Recorded November 30th 1949 at 2:00 P. M.

Russell C. Otto, et al.

(Stamps \$1.10)

THIS MORTGAGE, made this 28th day of November, in the year nineteen hundred and forty-nine, by and between Alonzo Riggleman and Doris A. Riggleman, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and Russell C. Otto and Ethel M. Otto, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS the said parties of the first part are indebted unto the said party of the second part in the sum of Twenty-Two Hundred --- (\$2200-) for money loaned unto the said parties of the first part by the said parties of the second part, evidence of which debt is represented by the promissory negotiable note, demand note, of the said parties of the first part of even date herewith, in the sum of \$2200.00 bearing interest from its date at the rate of four per cent (4%) per annum and payable to the order of the said Russell C. Otto and Ethel M. Otto and the survivor of either, at the First National Bank of Piedmont, West Virginia, in monthly payments of twenty-five dollars per month including interest, and should default be made in any monthly payment the full amount due thereon shall thereupon become due and payable, and a waiver upon the part of the said Russell C. Otto of any such default shall not be deemed as a waiver of any subsequent default

at the option of the said Russell C. Otto with the right reserved unto the said parties of the first part to increase said monthly payments and pay off said indebtedness at any time, the said parties of the first part having executed their joint and several note as aforesaid with Larry Donahue and Matilda Donahue as endorsers thereon and also having agreed to execute this mortgage to secure the payment of said indebtedness and said note together with the interest thereon; said note being a joint and several negotiable, promissory note payable to the order of the said Russell C. Otto and Ethel M. Otto and upon the death of either then to the survivor.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagees, the following property, to-wit:

All that certain lot and parcel of land situated in the Town of Westernport, Allegany County, Maryland, described as follows:

Beginning 68 feet distant from the northeast corner of lot No. 22 on the South side of Ross Street, in Morrison's Second Addition to the said Town of Westernport, thence following the South side of Ross Street, North 76 degrees 30' East 40 feet to a stake; thence South 13 degrees 30' East 120 feet to a corner post; thence South 76 degrees 30' West 43 feet; thence in a straight line 120 feet more or less to the place of beginning, and being the Eastern part of two parcels of real estate and particularly being the same real estate which was conveyed to the said Alonzo Riggleman and Doris A. Riggleman, his wife, by Wore M. Riley and wife, by deed dated March 29th, 1946, which is recorded among the Land Records of the said County of Allegany in Liber 208, Folio 538 EXCEPTING from the foregoing lot the South end portion thereof which was conveyed by the said parties of the first part to William R. Bosley and Geraldine V. Bosley, his wife, by that certain deed dated May 1, 1946, which is recorded among said Land Records in Liber 208, Folio 539, together with a right of way 10 feet wide for the purpose of access thereto, as in said deed to the said William R. Bosley and wife set forth.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagees or the survivor of either the aforesaid indebtedness consisting of the said sum of Twenty-Two Hundred Dollars together with the interest thereon and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagors may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said Mortgage debt, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said mortgagee or Arthur Arnold, their attorney, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof, Said property shall be sold for cash after giving

at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland; - if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least twenty-five hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said mortgagors.

Attest: J. C. Samuels

Alonzo Riggleman (SEAL)

Doris A. Riggleman (SEAL)

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, in the year 1949, before me, the subscriber, a Notary Public of the State of West Virginia in and for said county, personally appeared Alonzo Riggleman and Doris A. Riggleman, his wife, the within named mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Russell C. Otto and Ethel M. Otto, the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)
My Notarial Commission Expires
November 3rd, 1954.

J. C. Samuels, Notary Public.

William A. Darkey, et ux.

Mortgage.

To
Liberty Trust Company of Cumberland, Md.

Filed and Recorded November 30th 1949 at 2:10 P. M.

(Stamps \$3.30)

THIS MORTGAGE, Made this 29th day of November, in the year nineteen hundred and forty-nine, by and between William A. Darkey and Bessie L. Darkey, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City

of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said William A. Darkey and Bessie L. Darkey, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of four (4%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William A. Darkey and Bessie L. Darkey, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of land situated, lying and being on the northerly side of Lynn Street, in the City of Cumberland, Allegany County, State of Maryland, and known as the southerly part of Lot No. 16, Block 9, in Rose Hill Addition to the City of Cumberland, and which part of said lot is more particularly described as follows, to wit:

Beginning for the same at a point on the northerly side of Lynn Street at the end of the second line of said original Lot No. 16, being at the intersection of the northerly side of said Lynn Street with the westerly side of a ten-foot wide alley, and running thence with the northerly side of said Lynn Street and the third line of said original Lot No. 16, North 82 degrees 35 minutes West 25.91 feet to the end of said third line, and then with part of the fourth line of said original Lot No. 16, North 7 degrees 52 minutes West 67.84 feet to a point distant South 7 degrees 52 minutes East 95 feet from the end of said fourth line of said original lot No. 16, being from the southerly side of Patterson Avenue, and thence by a line parallel to and distant 95 feet from the southerly side of said Patterson Avenue, North 82 degrees 8 minutes East 25 feet to the end of 95 feet on the second line of said original Lot No. 16, thence with said second line of said Lot No. 16, and along the westerly side of a ten-foot alley, South 7 degrees 52 minutes East 74.66 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John F. Walsh, unmarried, by deed dated April 30, 1928, and recorded in Liber 158, Folio 107, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer, the mortgagor

may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Witness to mark:

Dorothy L. Shepp
Bryan E. Shepp.

William A. Darkey (SEAL)
Her

Bessie L. Darkey (SEAL)
Mark

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William A. Darkey and Bessie L. Darkey,

his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

John E. Robinette, et al.

Chat tel Mortgage.

To

Filed and Recorded December 1st 1949 at 8:30 A. M.

Family Finance Corporation.

Account No. 16098 - Actual Amount of this Loan \$300.00 - Cumberland, Md., November 30th 1949.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Md., for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors, in the sum of Three Hundred & no/100 Dollars (\$300.00), as evidenced by a certain promissory note of even date payable in 19 successive monthly installments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which installments shall be payable thirty (30) days from the date hereof, together with a final installment covering any unpaid principal balance, including interest, which installment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at --- in the city of --- County of --- State of Maryland, to wit: -----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 113 1/2 Blaul Ave., in the City of Cumberland, County of Allegany, Maryland:

1 Servel Refrigerator #5600A, 1 Maytag Electric washing machine; 1 Singer sewing machine No. 887001.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description, now located in or about the Mortgagor's residence indicated above.

To have and to hold, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property, or any part thereof, except - None.

PROVIDED, NEVERTHELESS, that if the mortgagors shall well and truly pay unto the said mortgagee, the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything

The mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$ ----), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

Witness the hands and seals of the party of the first part.

Attest as to all:

Joseph Anthony Beck (SEAL)

H. C. Landis.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of November 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph Anthony Beck the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared H. C. Landis, cashier, of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said H. C. Landis in like manner made oath that he is the agent of said Mortgagee and duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

A. A. Helmick, Notary Public.

Roy M. Whitefield, et ux.

Mortgage.

To

Filed and Recorded December 1st 1949 at 1:55 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps 55¢).

THIS MORTGAGE, made this 28th day of November, in the year nineteen hundred and forty-nine, by and between Roy M. Whitefield and Edna Mildred Whitefield, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and the Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas the said Roy M. Whitefield and Edna Mildred Whitefield, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Nine Hundred (\$900.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roy M. Whitefield and Edna Mildred Whitefield, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated in the Charlestown Addition to Lonaconing, Allegany County, Maryland, and described as follows:

Beginning for the outlines of the same being also a road leading on the North side of a street leading to the William Miller farm from Jacksonville and running North 17-1/4 degrees West 144 feet or until it reaches the third line of the original lot as conveyed to John Wright, et ux, by Sallye Smith and others, thence running with said third line, South 73-1/2 degrees West 60 feet or until it reaches the end of the second line of a lot owned by Benjamin Nichols, thence reversing the said second line, South 18-1/4 degrees East 140 feet or until it reaches the aforementioned street, thence with the line of said street, North 81-1/2 degrees East 60 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John W. Fazenbaker, et ux, by deed dated March 29, 1943, and recorded in Liber 196, Folio 109, of the Land Records of Allegany County, Maryland.

Also, one 1948 Kaiser 4-Door Sedan, bearing Motor No. K-389178, Serial No. K481-077804.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways,

Compared and Mailed
To Notary City
Dec 7 1949

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Hundred (\$900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred (\$900.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said Mortgagor.

Attest: James Park

Roy M. Whitefield (SEAL)

Edna Mildred Whitefield (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of November, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Roy M. Whitefield and Edna Mildred Whitefield, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

Bud Alderton, et ux.

Mortgage.

To

Filed and Recorded December 1st 1949 at 2:30 P. M.

First National Bank of Cumberland, Md.

(Stamps \$3.85)

THIS MORTGAGE, made this 1st day of December, 1949, by and between Bud Alderton and Mary L. Alderton, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, Witnesseth:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part, in the full and just sum of Three Thousand Seven Hundred Fifty (\$3,750.00) dollars, payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW THEREFORE, this mortgage witnesseth:

That for and in consideration of the premises and of the sum of one (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its

successors and assigns, all that lot, piece or parcel of ground, situated, lying and being partly along the Southeasterly side of the Old National Pike and partly along the Southeasterly side of the County Road, just South of the Allegany Grove Camp Meeting Ground, in Allegany County, State of Maryland, and which is described as follows, to-wit:

BEGINNING for the same at a point along the Southeasterly side of the above mentioned County Road at the end of the first line of a parcel of ground conveyed by David P. Miller to William W. Cadawallader by deed dated January 26, 1922, and running thence along the Southeasterly side of said County Road, North 30 degrees East 140 feet to its intersection with the Southeasterly side of the Old National Pike, and running thence with the Southeasterly side of the Old National Pike, North 57 degrees 30 minutes East 45 feet, to the end of the first line of another parcel of ground conveyed by David P. Miller to Annie A. Mullady, thence with the lines thereof, South 32 degrees 30 minutes East 150 feet, North 57 degrees 30 minutes East 100 feet, then with part of the fourth line thereof, North 32 degrees 30 minutes West 8 feet to the end of the third line of the parcel of ground conveyed by Webster B. Long and wife, to Jacob Lafferty, Jr., by deed dated February 23, 1905, and recorded among the Land Records of Allegany County, in Liber No. 97, Folio 43, thence reversing part of said third line, North 57 degrees 30 minutes East 268-9/10 feet to the end of the third line of a parcel of ground conveyed by David P. Miller to Jacob Lafferty, Jr., by deed dated July 14, 1919, and recorded among the Land Records of Allegany County aforesaid, in Liber No. 128, Folio 253, thence reversing part of said third line, South 22 degrees 30 minutes East 400 feet to a point distant 65 feet measured at right angles from the center line of the Eckhart Branch of the Western Maryland Railroad, thence parallel to and distant 65 feet therefrom, South 43 degrees 52 minutes West 172 feet to the end of the second line of the aforementioned parcel of ground conveyed by David P. Miller to William W. Cadawallader, thence reversing said second line, North 68 degrees West 629 feet to the place of beginning.

It being the same property which was conveyed to the said Bud Alderton and Mary L. Alderton, his wife, by Paul F. Goldsworthy, Sr., and Margaret Goldsworthy, his wife, by deed dated November 5, 1945, and recorded in Liber 206, Folio 157, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of

the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest at part of the mortgage debt.

Witness the hands and seals of the said mortgagors.

Witness as to both:

H. D. Vaughan

Bud Alderton (SEAL)

Mary L. Alderton (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of December, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Bud Alderton and Mary L. Alderton, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me also appeared H. A. Pitzer, president of the First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

The following described motor vehicle with all attachments and equipment, now located in Midland, Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.	Other Identification
Plymouth	4-Door	1939	D14-175528 P8-346969	10833461	-----

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments of \$30.14 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which instalments shall be payable on the 25th day of December 1949, and each succeeding installment shall be payable on the 25th day of each succeeding month thereafter, together with a final instalment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 25th day of November, 1950, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the State of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that the said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable, immediately, and mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to mortgagor at his or her last known address, notifying him or her that mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale), by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property, upon payment to mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagee, shall

be deemed to include any successors or assigns of mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: P. Shuck

Thomas M. Brodie

(SEAL)

WITNESS: Glen R. Chappell

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 26th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Thomas M. Brodie, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared G. R. Chappell, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

Mortgage.

Roscoe L. Bartlett, et ux.

Filed and Recorded December 2nd 1949 at 2.40 P. M.

To

Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, made this first day of December, in the year nineteen hundred and Forty Nine, by and between Roscoe L. Bartlett and Lucille E. Bartlett, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and the Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

Whereas, the said Roscoe L. Bartlett and Lucille E. Bartlett, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roscoe L. Bartlett and Lucille E. Bartlett, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground known and distinguished as Lot No. 325 in Walsh's Addition to Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for said lot at the end of the first line of Lot No. 324 on the West side of Virginia Avenue, and running thence with said of said ^{side} Avenue, North 28-1/4 degrees East 33-1/4 feet to Lot No. 326, then with a line of said last mentioned lot, at right angles to said Avenue, and parallel with Elder Street, North 61-3/4 degrees West 120 feet to an alley 16 feet in width, then with the east side of said alley and parallel with said Avenue, such 28-1/4 degrees West 33-1/4 feet to a line of said Lot No. 324, then with a line of said last mentioned lot and parallel with said Elder Street, South 61-3/4 degrees East 120 feet to the beginning.

It being the same property which was conveyed unto the said Roscoe L. Bartlett by Harry O. Bartlett and wife, by deed dated December -- 1949, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property

is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Roscoe L. Bartlett (SEAL)

Lucille E. Bartlett (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby certify, that on this 1st day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Roscoe L. Bartlett and Lucille E. Bartlett, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Mortgage.

Roscoe L. Bartlett, et ux.

To

Harry O. Bartlett, et ux.

Filed and Recorded December 2nd 1949 at 2:45 P. M.

This mortgage, made this first day of December, in the year Nineteen Hundred and Forty-Nine, by and between Roscoe L. Bartlett and Lucille E. Bartlett, his wife, herein-after called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and Harry O. Bartlett and Pearl Bartlett, his wife, here-

Completed and Filed
To: Mr. J. H. Hughes, Jr.
Dec 7 1949

inafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Two Thousand Dollars, (\$2,000.00), which said indebtedness, together with the interest thereon at the rate of Five Per Centum (5%) per annum, is to be paid in monthly payments of not less than Twenty-Five Dollars (\$25.00), each, the interest to be computed at the rate aforesaid, and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, this deed of Mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees, the following property to-wit:

All that lot or parcel of ground known and distinguished as Lot No. 325 in Walsh's Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

Beginning for said lot at the end of the first line of Lot No. 324 on the West side of Virginia Avenue, and running thence with said side of said Avenue, North 28-1/4 degrees East 33-1/4 feet to Lot No. 326, then with a line of said last mentioned lot, at right angles to said Avenue, and parallel with Elder Street, North 61-3/4 degrees West 120 feet to an alley 16-feet in width, then with the East side of said Alley and parallel with said Avenue, South 28-1/4 degrees West 33-1/4 feet to a line of said Lot No. 324, then with a line of said last mentioned lot and parallel with said Elder Street, South 61-3/4 degrees East 120 feet to the beginning.

It being the same property which was conveyed unto the said Roscoe L. Bartlett, by Harry O. Bartlett and wife, by deed dated December --, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS, this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagees, the aforesaid Two Thousand Dollars (\$2,000.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George R. Hughes, their duly constituted attorney or agent is hereby authorized to sell the property hereby mortgaged and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either private-

ly or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the by the person selling.

The proceeds arising from such sale shall be applied: First, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, the improvements on the hereby mortgaged land to an amount of at least Two Thousand (\$2,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss to inure to the benefit of the mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Thomas L. Keech
as to both signatures

Roscoe L. Bartlett (Seal)

Lucille E. Bartlett (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this -- day of December, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Roscoe L. Bartlett and Lucille E. Bartlett, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Harry O. Bartlett and Pearl Bartlett, his wife, the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Chattel Mortgage.

Raymond L. Foreman, et al.

Filed and Recorded December 2nd 1949 at 8:30 A. M.

To

North American Acceptance Corp. of Maryland

THIS CHATTEL MORTGAGE, Made this 29th day of November, 1949, by Foreman, Raymond L. and Florence, Cumberland, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor," to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called Mortgagee.

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$300.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The Chattels, including household furniture, now located at 607 N. Centre St.,

Compared and Mailed
To mtgee. City
Dec 7, 1949

proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

Description of Mortgaged property:

Make of auto	Year	Body	Motor Number	Serial Number
Chrysler	1940	Fordor	C-2527223	7647873

1 divan, 2 lounge chairs, 1 Kolster Radio, 2 lamps, 1 fl. lamp, 1 Remington piano & stool, 1 desk & chair, 2 chairs, 1 iron, 1 toaster, automatic, 6 chairs, 1 G. E. washer, 1 G. Motors Refrig., 1 Prosperity range, 1 table, Pots, Pans, 1 linoleum --, 1 set dishes, 1 bed, 2 metal beds, 2 twin beds, 2 cedar chests, 3 chairs, 2 chiffoniers, 2 dressers, 1 vanity, 3 lamps, 1 large stand, 1 Mix Master, 1 elec. coffee pot, 1 elec. clock, 1 Philco radio, 1 Silvertone radio, table; 1 small desk, 1 Elec. phonograph, Man.

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

Witness: James G. Hounshell, Eva M. Rice (SEAL)

Witness: E. A. Sturtz Ralph J. Rice (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 16th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Rice, Ralph J., & Eva M., the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared James G. Hounshell, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee, and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

For value received the Aetna Loan Company of Cumberland, Maryland, hereby releases within the foregoing chattel mortgage. Witness the signature of said company by its Manager, attested by secretary this 26th day of May, 1950.

Attested by
Audrey C. Heinrich
Secretary

Aetna Loan Company
F. J. Shea
Manager

John Lee Kidwell, et ux.

Mortgage.

To Filed and Recorded December 2nd 1949 at 8:30 A. M.
Fidelity Savings Bank of Frostburg, Md. (Stamps 55¢).

This mortgage, made this 29th day of November, 1949, by and between John Lee Kidwell and Elsie Kidwell, his wife, of 211 E. Main Street, Frostburg, All. Co., in the State of Maryland, Mortgagors, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of Five Hundred sixty-five 71/100 (\$565.71) which is to be repaid in 18 consecutive monthly installments of \$31.50 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant, assign and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot of ground and premises located in Eckhart, Allegany County, Md., south side of Old U.S. 40, known as the Harding Lot, this mortgage covering the remainder of said lot not heretofore conveyed away by John Lee & Elsie Kidwell, and more fully described in a Deed from William E. Harding, widower, dated Sept. 15, 1947, recorded among Land Records of Allegany County, Maryland, Liber 217, Folio 322.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, forever, provided that if the said Mortgagors their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns, the aforesaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagors may retain possession of the mortgaged property, upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon, said Mortgagors hereby covenant to pay when legally demandable.

AND, the said Mortgagors further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the mortgagee, in some company acceptable to the mortgagee to the extent of its lien thereon and to deliver the policy to the mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: First, to the payment of all expenses incident to the sale, including taxes and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagors, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagors, their representatives, heirs or assigns.

Witness our hands and seals.

John Lee Kidwell (SEAL)

Attest: Ralph M. Race.

Elsie Kidwell (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, To wit:

I HEREBY CERTIFY, that on this 29th day of November, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Lee Kidwell and Elsie Kidwell, his wife, the mortgagors named in the foregoing mortgage and they

acknowledged the foregoing mortgage to be their act. At the same time also appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(Notarial Seal)

Ralph M. Race, Notary Public.

George W. Banzhof

Chattel Mortgage.

To

Filed and Recorded December 2nd 1949 at 3:40 P. M.

Cumberland Savings Bank.

THIS CHATTEL MORTGAGE, Made this 1st day of December, 1949, by and between George W. Banzhof, of Allegany County, Maryland, hereinafter called the Mortgagor, and Cumberland Savings Bank, of Cumberland, Maryland, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, The said Mortgagor stand indebted unto the said Mortgagee in the full sum of \$819.97, payable in 18 successive monthly installments of \$45.56 each, beginning one month after the date hereof, as is evidenced by his promissory note of even date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of \$1.00 the said Mortgagor does hereby bargain and sell unto the said Mortgagee, its successors and assigns, the following property, to-wit:

1947 Studebaker F. Sed - Engine #H-220775 - Serial 4270576

PROVIDED, if the said mortgagor shall pay unto the said Mortgagee the aforesaid sum of \$819.97, according to the terms of said promissory note and perform all the covenants herein agreed to by said Mortgagor, then this Mortgage shall be void.

The Mortgagor does covenant and agree, pending this mortgage, as follows: That said motor vehicle shall be kept in a garage in Cumberland, Maryland, except when actually being used by said Mortgagor, and that the place of storage shall not be changed without the written consent of said Mortgagee; to keep said motor vehicle in good repair and condition; to pay all taxes, assessments and public liens legally levied on said motor vehicle, when legally demandable; to pay said mortgage debt as agreed; to have said motor vehicle insured and pay the premiums therefore, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee to the extent of its lien hereunder and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt, in any installment thereof, in whole or in part, in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said Mortgagee, its successors or assigns, or F. Brooke Whiting, its constituted Attorney, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary; at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in

said city, and the proceeds of such sale shall be applied, first, to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said Mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said Mortgagee and applied to said deficiency.

Witness, the hand and seal of said Mortgagor the day and year first above written.

WITNESS: Marcus A. Naughton

George W. Banzhof (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Banzhof and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared John L. Conway, cashier Cumberland Savings Bank, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Marcus A. Naughton, Notary Public.

Chattel Mortgage.

James E. Allen, et ux.

Filed and Recorded December 3rd 1949 at 8:30 A. M.

To

(Stamps 55¢).

Personal Finance Company of Cumberland

Loan No. 1018 - Final Due Date June 2, 1951 - Amount of Loan \$571.32.

Mortgagee: Personal Finance Company of Cumberland, Room 200, Liberty Trust Co. Building, Cumberland, Md.

Mortgagors' Name and Address - Ellen M. & James E. Allen, Cresaptown, Md.

Date of Mortgage, December 2, 1949.

The following have been deducted from said amount of loan:

	PB Bal.	\$ 361.20
For Interest at the rate of one-half (1/2%) per cent per month for the number of months contracted for		51.32
		20.00
Service charges		2.55
Recording fees		.75
For Release		\$135.50
Receipt of is hereby acknowledged by the mortgagor		\$571.32
Total		

THIS CHATTEL MORTGAGE, made between the mortgagor and the Mortgagee WITNESSETH: That for and in consideration for a loan in the amount of loan stated above made by Mortgagee to Mortgagor which loan is repayable in 18 successive monthly instalments of \$31.74 /100 each, said instalments being payable on the 2nd day of each month from the date hereof, mortgagor does hereby bargain and sell unto mortgagee the personal property described below in a

Compared and
To: City
Dec 7, 1949

Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Full Value Dollars (\$ ---), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss, to inure to the benefit of the mortgagee, to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Walter C. Deremer (SEAL)

H. C. Landis

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter C. Deremer, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed; and at the same time before me also appeared H. C. Landis, cashier of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said H. C. Landis, in like manner made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

John H. Barrett

Mortgage.

To

Filed and Recorded December 3rd 1949 at 9:15 A. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.65)

THIS MORTGAGE, Made this second day of December, in the year nineteen hundred and forty-nine, by and between John H. Barrett, widower, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

Whereas, the said John H. Barrett, widower, stand indebted unto the said The

Liberty Trust Company in the just and full sum of One Thousand Seven Hundred (\$1,700.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John H. Barrett, widower, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land situated, lying and being on the easterly side of Virginia Avenue, in the City of Cumberland, Allegany County, Maryland, and being a part of the original Lots Nos. 132 and 133, of the Humbird Land and Improvement Company's Addition to South Cumberland, which lot hereby conveyed is more particularly described as follows:

Beginning for the same at the intersection of the easterly side of Virginia Avenue with the southerly side of a sixteen foot alley, being also at the end of the third line of lot No. 132 in the Humbird Land and Improvement Company's Addition to South Cumberland, as described in the deed from J. Wilson Humbird et al. to Warren C. White, dated the 15th day of July, 1893, and recorded in Liber No. 77, Folio 227, one of the Land Records of said Allegany County, and running thence with the southerly side of said sixteen foot alley, South 53 degrees 30 minutes East 109 feet to a ten-foot alley, and with it, South 36 degrees 30 minutes West 25 feet; thence by a line parallel to the first line of this description, North 53 degrees 30 minutes West 105.2 feet to Virginia Avenue, and with it, North 27 degrees 45 minutes East 25.3 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by deed from Charles G. Holzshu, Trustee, dated February 20, 1919, and recorded in Liber 126, Folio 634, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Seven Hundred Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Seven Hundred (\$1,700.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

John H. Barrett (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Barrett, widower, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Chemical Bank & Trust Company, Trustee.

Partial Release.

To
Potomac Edison Company.

Filed and Recorded December 3rd 1949 at 9:45 A. M.

PARTIAL RELEASE, dated November 29, 1949, from Chemical Bank & Trust Company, a corporation organized and existing under the laws of the State of New York (hereinafter called the Trustee), as Trustee under the Indenture dated as of October 1, 1944, hereinafter mentioned, party of the first part, to The Potomac Edison Company, a corporation organized and existing under the laws of the State of Maryland (hereinafter called the Company) party of the second part.

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture dated as of October 1, 1944 (herein called the Original Indenture), and indentures supplemental thereto, conveying, assigning and pledging to the Trustee all the property, franchises and income of the Company therein described, whether then owned or thereafter acquired, upon the terms and trusts therein set forth, for the purpose of securing the payment of the principal of and interest (and premium, if any) on all bonds at any time issued and outstanding thereunder; and

WHEREAS, Section 3 of Article VII of the Original Indenture provides that the Company may transfer or otherwise dispose of any property (other than certain securities or indebtedness) constituting a part of the trust estate and that the Trustee shall thereupon release the same from the lien thereof and of the indentures supplemental thereto upon certain terms and conditions; and

WHEREAS, the Company has sold the property hereinafter described and has fully complied in respect thereof with such terms and conditions.

NOW THEREFORE, This partial release witnesseth: That in consideration of the premises and other good and valuable considerations, the receipt of which is hereby acknowledged, the Trustee hereby grants, conveys and releases unto the Company, its successors and assigns, all its right, title and interest in and to the following described property:

All of the company's motor buses, tools and equipment and furniture and fixtures comprising the Cumberland City, Maryland, motor bus transportation system including all motor vehicles in Mineral County, West Virginia, and all West Virginia franchises, permits and rights to construct, maintain and operate the said motor bus transportation system.

TO HAVE AND TO HOLD all the property hereby released, or intended so to be, unto the Company and its successors and assigns forever, free from the lien, legal operation and effect of the Original Indenture and all indentures supplemental thereto.

The recitals contained in this partial release are made solely by the Company and the Trustee assumes no responsibility or liability with respect thereto.

IN WITNESS WHEREOF, Chemical Bank & Trust Company, as Trustee as aforesaid, has caused this partial release to be executed on its behalf by one of its vice presidents and its corporate seal to be hereto affixed and attested by its Secretary or one of its

To Hon. C. Hall, City
Dec. 7, 1949

of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred (\$3,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the Mortgage property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties

hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

Witness the hand and seal of said mortgagor.

Attest: Ralph M. Race

Rosiana Madero (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Rosiana Madera, widow, and she acknowledged the foregoing mortgage to be her act; and at the same time, before me, also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

Mortgage.

Violet F. B. Berryman Wasson

To

Filed and Recorded December 6th 1949 at 1:10 P. M.

Commercial Savings Bank of Cumberland, Md.

(Stamps 55¢).

THIS MORTGAGE, Made this 5th day of December, in the year nineteen hundred and forty-nine, by and between Violet F. B. Berryman Wasson, divorced, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas, the said party of the first part is justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Five Hundred (\$500.00) Dollars, for which she has given her promissory note of even date herewith, payable on or before one year after date with interest at the rate of 6% per annum, in monthly payments on the principal and interest of not less than twenty-five (\$25.00) Dollars.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said party of the first part does bargain, sell, give, grant, convey release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being on Front Street (now Henderson Avenue) in the City of Cumberland, Allegany County, Maryland, and described as follows, to-wit:

Compared and Mailed
To Notary, City
Dec 10 19 49

Beginning for the same at a point on the Fourth line of a deed from J. Philip Roman and wife to Rhoda B. Westbrook dated April 12, 1911, and recorded among the Land Records of Allegany County in Liber No. 107, Folio 657, said point being also the beginning of a line drawn through the center of the brick partition wall between dwellings Nos. 93 and 91 Henderson Avenue (formerly Front Street) and running Northerly with said center line of said partition wall extended to the second line of the above mentioned deed; thence running with said second line Easterly to the third line of said deed; and with said third line and with the center of the alley running between the two double brick buildings known as Nos. 91 and 93 and Nos. 87 and 89 Henderson Avenue to the fourth line of said deed; and with said fourth line, and with said Henderson Avenue to the place of beginning. It being the intention of this mortgage to convey that half of the double dwelling and the land which is known as No. 91 Henderson Avenue, and to make the partition wall between Nos. 91 and 93 of said double dwelling a party wall with all the mutual rights and obligations pertaining thereto.

Being the same property conveyed by Rhoda B. Snyder to Violet F. B. Berryman by deed dated June 6, 1941, and recorded in Liber No. 190, Folio 221, one of the Land Records of Allegany County, Maryland, the said Violet F. B. Berryman having thereafter married one Bruce D. Wasson, from whom she was absolutely divorced October 1, 1946. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Five Hundred (\$500.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. - and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to

apply - first: - To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor, her representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs or assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Five Hundred (\$500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said mortgagor.

Attest: William C. Dudley

Violet F. B. Berryman Wasson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Violet F. B. Berryman Wasson, divorced, and acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

William C. Dudley, Notary Public.

Roscoe G. Curry, et ux.

To

Liberty Trust Company,
Trustee for Bess R. Buchanan.

Filed and Recorded December 6th 1949 at 3:20 P. M.
(Stamps \$5.50).

THIS MORTGAGE, Made this 5th day of December, in the year 1949, by and between Roscoe G. Curry and Grace Curry, his wife, of Allegany County, in the State of Maryland, of the first part, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, Trustee for Bess R. Buchanan, of the second part, WITNESSETH:

Compared & Vailed Delivered
To City
Dec 10 1949

Mortgage.

WHEREAS, the said Roscoe G. Curry and Grace Curry, his wife, stand indebted unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, in the just and full sum of Five Thousand Dollars (\$5,000.00) as evidenced by their joint and several promissory note for said sum of money bearing even date with these presents and payable to the order of The Liberty Trust Company, Trustee for Bess R. Buchanan, one year after date, with interest from date at the rate of six per centum (6%) per annum, payable quarterly as it accrues, at The Liberty Trust Company, on March 31, June 30, September 30 and December 31.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the following property, to-wit:

All that lot or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 65, in the Second Addition to Roberts Place, which is described as follows:

BEGINNING at a point on the easterly side of Roberts Avenue at the end of the second line of Lot No. 64, and running thence with the easterly side of said Avenue, North 20 degrees East 40 feet, then South 69 degrees 10 minutes East 183.5 feet, then South 12 degrees 40 minutes West 36.5 feet to the end of the third line of Lot No. 64, then with said third line reversed, North 70 degrees 27 minutes West 188.3 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by Anna B. Charles, by deed dated April 2, 1943, and recorded in Liber 197, Folio 620, of the Land Records of Allegany County, Maryland.

All that real estate situated, lying and being in Allegany County, State of Maryland, known and designated as Lot No. 66, Roberts Place, Second Addition, situated along the Old River Road (now known as McMullen Boulevard), said lot being more particularly described as follows, to-wit:

BEGINNING at a point on the southeasterly side of Roberts Avenue at the division line between Lots 67 and 66 and running thence with said division line, South 68 degrees 19 minutes East 179.8 feet, thence South 14 degrees 30 minutes West 40.5 feet to the Southerly line of Lot No. 65, and with said line, North 69 degrees 10 minutes West 183.5 feet to Roberts Avenue and with said Avenue, North 15 degrees 20 minutes East 43 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Elizabeth Buchanan, widow, et al., by deed dated October 9, 1943, and recorded in Liber 197, Folio 623, of said Land Records.

ALL that lot or parcel of ground comprising one-half of Lot No. 67 in the Second Addition to Roberts Place, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of Lot No. 66 as shown on a Plat of Roberts Place, Second Addition, duly filed for record among the Land Records of Allegany County, and running thence with Roberts Avenue, North 20 degrees East 2 feet, thence continuing with said Roberts Avenue, North 32 degrees East 21-1/2 feet to a stake, thence across said Lot No. 67, South 65 degrees 13 minutes East 174.6 feet, thence South 14 degrees 30 minutes West 14 feet, thence North 69 degrees 19 minutes West 179.8 feet to the point of beginning.

IT being the same property which was conveyed unto the said Mortgagors by

Van Lew Moffett, widow, et al., by deed dated July 28, 1941, and recorded in Liber 195, folio 310, of the Land Records of Allegany County, Maryland.

All those lots or parcels of ground situated in Second Addition to Roberts Place, in Allegany County, Maryland, comprising one-half of Lot No. 67 and all of Lot No. 68, and more particularly described as follows:

BEGINNING for the same at a stake in the southeasterly side of Roberts Place, it being a corner of Lots 68 and 69, as shown on a Plat of the Second Addition to Roberts Place, duly recorded among the Land Records of Allegany County and thence with a line of Lot 69, South 58 degrees 00 minutes East 162.3 feet to a stake, it being also a corner of Lots 68 and 69, thence South 19 degrees 30 minutes West 37 feet to a stake, thence across said Lot No. 67, North 65 degrees 13 minutes West 174.6 feet to a stake standing in a line of the original Lot No. 67 on the southeasterly side of Roberts Place, thence with said Roberts Place, North 32 degrees 00 minutes East 63.5 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by Paul A. Martin, et ux., by deed dated June 13, 1946, and recorded in Liber 209, Folio 597, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property, unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their heir, executors, administrators or assigns, do and shall pay to the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, the aforesaid sum of Five Thousand Dollars (\$5,000.00), together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt hereby secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, Trustee for Bess R. Buchanan, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling the mortgage, or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all

expenses incurred and one-half of the commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant and agree to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Five Thousand Dollars (\$5,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said Mortgagors.

WITNESS: Thomas L. Keech

Roscoe G. Curry (SEAL)

Grace Curry (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of December, 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roscoe G. Curry and Grace Curry, his wife, and each acknowledged the foregoing instrument of writing to be their act and deed; and also, personally appeared before me, Charles A. Piper, president of The Liberty Trust Company, Trustee for Bess R. Buchanan, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and correct as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President of The Liberty Trust Company, Trustee for Bess R. Buchanan, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

For value received, The Liberty Trust Company, Cumberland, Trustee for Bess R. Buchanan, hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company by Thomas L. Keech, its Vice President, and its corporate seal, duly attested by its Assistant Secretary, this 28 day of August, 1950.

Attest: R. W. Holt

Asst. Sec'y.

(Corporate Seal)

The Liberty Trust Company, Cumberland, Maryland

Trustee for Bess R. Buchanan

by Thomas L. Keech

8/29/50

Albert W. Klavuhn, et ux.

Mortgage.

To

Filed and Recorded December 6" 1949 at 3:20 P. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$11.00)

THIS MORTGAGE, made this 5th day of December, in the year nineteen hundred and forty-nine, by and between Albert W. Klavuhn and Ruth E. Klavuhn, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Albert W. Klavuhn and Ruth E. Klavuhn, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Ten Thousand (\$10,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Albert W. Klavuhn and Ruth E. Klavuhn, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

ALL that tract or parcel of ground situated about 2,000 feet East of what is commonly known as the "Nine Mile House", or "Clarysville Inn" on the North side of State Road or National Highway, leading from Frostburg, to Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to wit:

Beginning for the same at a chiseled X to be made on the center of stone top of an 18-inch culbert that crosses the said Highway at the top of the hill, said point being at 20-7/10 feet from the center of said Highway (Vernier Readings reduced to Magnetic Bearings as of June 20th, 1944) and with horizontal measurements, and parallel to and with the North side of said Highway and 20-7/10 feet from the center thereof, South 80 degrees 47 minutes East 343-7/10 feet to a firmly planted iron pipe stake, thence South 78 degrees 47 minutes East 369-2/10 feet to an iron pipe stake firmly planted in the ground, thence South 76 degrees 56 minutes East 347-1/10 feet to an iron pipe stake planted securely in the ground, said stake stands South 87 degrees 24 minutes West 122-6/10 feet from the Southwest corner of tavern building that stands on this tract of ground, thence continuing with the North side of said National Pike, South 74 degrees 34 minutes East 426-7/10 feet to an iron pipe stake planted securely in the ground, thence South 80 degrees 1 minute East 119 feet to an iron pipe stake planted securely in the ground, thence North 85 degrees 43 minutes East 119-47/100 feet to an iron pipe stake planted securely in the ground, thence North 65 degrees 6 minutes East 99-4/10 feet to an iron pipe stake planted securely in the ground, thence North 53 degrees 9 minutes East 153 feet feet to a point X that is to be chiseled on the top capping of Spruce bridge, said X to stand 33-3/10 feet in a Southwesterly direction from the center of the large drainage pipe that passes under the said Spruce Bridge and under the said Highway, thence from said point, North 23 degrees 7 minutes West 245 feet to the center of a large run, thence with the center of said run in a westerly direction until it intersects a line drawn North 9 degrees 55 minutes East from the beginning of this parcel or tract of ground, thence reversing said line and running South 9 degrees 55 minutes West 255 feet to the beginning, containing 10½ acres, more or less.

It being the same property which was conveyed unto the said Albert W. Klavuhn, by Sophie N. Engle, widow, by deed dated July 19, 1944, and recorded in Liber 200, Folio 654, of the Land Records of Allegany County.

Also, all that lot or parcel of ground lying on the National Highway, a short distance East of Clarysville, in Allegany County, and beginning for the same at Spruce Bridge on U. S. Route No. 40, two miles east of Frostburg, Maryland, and fronting along Route #40, West to the top of the hill just east of the location where formerly stood the C. & W. Car Barn, thence north to Braddock Run, thence east with the meanderings of said run to Spruce

Bridge, thence south to U. S. Route #40, containing approximately three acres of ground, more or less.

It being the same property which was conveyed unto the said Albert W. Klavuhn by Harry H. Wiegand, et ux., by deed dated June 16, 1944, and recorded in Liber 199, Folio 670, of said Land Records, and also conveyed by George R. Hughes, Trustee, by deed of even date and duly recorded.

Also, all that strip or parcel of land which was conveyed unto the said Albert W. Klavuhn, et ux, by State Road Commission of the State of Maryland, by deed dated November 10, 1948, and recorded in Liber 226, Folio 219, one of the Land Records of Allegany County.

EXCEPTING, HOWEVER, from the above described lots or parcels of ground all that part thereof which was conveyed by the said Albert W. Klavuhn et al. to the State of Maryland, Use of State Road Commission, by the following deeds: Deed dated June 29, 1945, and recorded in Liber 204, Folio 699, of said Land Records and by deed dated October 3, 1947, and recorded in Liber 217, Folio 568, of said Land Records and by deed dated August 15, 1949, and recorded in Liber 226, Folio 282, of said Land Records. The total acreage conveyed to the State of Maryland Use of State Road Commission, embraces 2.39 acres, more or less.

This Mortgage also constitutes a lien upon the following vehicles:

One 1947 Mack 3½-Ton Truck, Motor #EN354A-250-28 - Serial No. EHS7549.

One 1948 Chevrolet 1½-Ton Truck, Motor No. FEA-220339 - Serial No. 14RWD-2982

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ten Thousand Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property, without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time

thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Ten Thousand (\$10,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Albert W. Klavuhn (SEAL)

Ruth E. Klavuhn (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Albert W. Klavuhn and Ruth E. Klavuhn, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Geo. A. Siebert, Notary Public.

(Notarial Seal)

Robert Johnson Saville, et ux.

Mortgage.

To
Cumberland Savings Bank.

Filed and Recorded December 6th 1949 at 3:40 P. M.
(Stamps \$4.40)

THIS MORTGAGE, Made this 6th day of December, in the year nineteen hundred and Forty-Nine, by and between Robert Johnson Saville and Nellie S. Saville, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said Robert Jackson Saville and Nellie S. Saville, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Four Thousand (\$4,000.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$40.00 per month, which said amount is to include interest at the rate of Six per cent per annum.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances, as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert Johnson Saville and Nellie S. Saville, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situated 220 feet Northwest of the Bedford Road, being part of the Hannah B. McElfish Farm, about 4 miles northeast of the City of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing at the end of the first line of the parcel of ground conveyed by Hannah B. McElfish to Carl Kiffner, by deed dated the 12th day of June, 1939, and recorded in Liber No. 183, Folio 661, one of the Land Records of Allegany County, said iron stake being also the beginning of the parcel of ground conveyed by Hannah B. McElfish to Carl Kiffner, et ux., by deed dated the 7th day of May, 1945, and recorded in Liber No. 204, Folio 472, one of the Land Records of Allegany County, said iron stake also stands South 50 degrees and 45 minutes East 2 feet from a planted stone with a chisled "X", said stone being the erroneous beginning of the parcel of ground herein described as conveyed by Orville R. Nelson, et ux., by deed dated the first day of September, 1949, and recorded in Liber No. 226, Folio 277, one of the Land Records of Allegany County, said iron stake also stands at the beginning of the parcel of ground conveyed by Hannah B. McElfish to Russell L. Rice, et ux., by deed dated the 27th day of May, 1940, and recorded in Liber No. 186, Folio 638, one of the Land Records of Allegany County, and running thence with the lines of the said Saville Parcel of Ground and with the fourth and last line of said Rice parcel of ground reversed (Magnetic Bearings as of November, 1949, and with horizontal measurements) North 34 degrees and no minutes East 75 feet to the Southwest side of a thirty-foot street, thence across the said street still North 34 degrees and no minutes East 30 feet to an iron stake standing at the end of the first line

of the parcel of ground conveyed by Hannah B. McElfish to Robert M. Nelson, et al., by deed dated the 19th day of September, 1940, and recorded in Liber No. 191, Folio 517, one of the Land Records of Allegany County, thence with the second line of the said Nelson parcel of ground still North 34 degrees and no minutes East 50 feet to an iron stake standing at the beginning of the parcel of ground conveyed by Hannah B. McElfish to George B. Miltenberger, et ux., by deed dated the 30th day of October, 1945, and recorded in Liber No. 207, Folio 394, one of the Land Records of Allegany County, said iron stake also stands South 61 degrees and 45 minutes East 102-3/10 feet from the most northerly corner of the dwelling situated on the property herein described, thence with the first line of the said Miltenberger parcel of ground North 56 degrees and no minutes West 314 feet to an iron stake thence South 43 degrees and 30 minutes West 157-5/10 feet to an iron stake standing at the end of the first line of the aforementioned Kiffner parcel of ground (Liber 204, Folio 472) thence reversing the said Kiffner line, South 56 degrees and no minutes East 340 feet to the beginning, containing 1-1/6 acres, more or less.

IT being the same property which was conveyed to Robert Johnson Saville and Nellie S. Saville, his wife, by Orville R. Nelson and Alma M. Wilson, his wife, et al., by confirmatory deed dated the 3rd day of December, 1949, and to be recorded prior to the recording of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Robert Johnson Saville and Nellie S. Saville, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors, or assigns, the aforesaid sum of Four Thousand (\$4,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Robert Johnson Saville and Nellie S. Saville, his wife may hold and possess the aforesaid property upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Robert Johnson Saville and Nellie S. Saville, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, or F. Brooke Whiting, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay

it over to the said Robert Johnson Saville and Nellie S. Saville, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said Robert Johnson Saville and Nellie S. Saville, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Attest: Ethel McCarty

Robert Johnson Saville (SEAL)

Nellie S. Saville (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of December in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Robert Johnson Saville and Nellie S. Saville, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, vice president of the Cumberland Savings Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton, further made oath that he is the Vice-President of the Cumberland Savings Bank of Cumberland, Maryland, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty, Notary Public.

Patty Thomas, et al.

Chattel Mortgage.

To

Filed and Recorded December 7th 1949 at 8:30 A. M.

Frostburg National Bank

(Stamps 55¢).

THIS CHATTEL MORTGAGE, made this 5th day of December, 1949, by and between Patty Thomas and Minnie Thomas, his wife, and Maggie Karick, widow, of Clarysville, Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the

Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Seven Hundred Fifty-Nine and 45/100 dollars (\$759.45) which is payable in one year from date hereof with interest at the rate of six per cent (6%) per annum as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Clarysville, Allegany County, Maryland:

Household furniture, as follows: 1 Dinette Suite, maple, consisting of buffet, china closet, table and 4 chairs; 1 maple and ivory kitchen cabinet; 1 Electric Frigidair; 1 Kerosene stove; 1 walnut dining table; 1 Farnsworth Radio-Phonograph; 1 studio couch, blue; Living-Room suite, consisting of 1 davenport, blue, 1 chair, red and 1 chair, blue; 1 odd chairs, blue; 1 walnut center table; 1 coffee table, 1 walnut chime clock, 1 floor lamp, and 2 table lamps; bedroom suite, consisting of 1 bed, 1 dresser and 1 vanity dresser; 1 glider and 2 porch chairs. Kitchen Furniture, consisting of 1 table, 4 chairs, and 1 cabinet; Living-room suite consisting of 1 table, 1 rocker and 1 chair; 1 Singer Sewing machine, foot operated; 1 Maytag washer, 1 Sunshine coal range. Nine milk cows as follows: 16-year-old Guernsey, named Dollie; 15-year-old Guernsey, named Daisy; 7-year-old Guernsey named Ruby; 5-year-old Jersey named Brandy; 6-year-old Holstein named Blackie; 2-year-old Holstein named Bessie; 2-year-old Holstein named Mollie; 1-year-old Holstein named Blackie, and 1-year-old Holstein named Nellie.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or trust, and the Mortgagee, its successors and assigns, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first to the payment of all expenses

Compared and Mailed before Ethel McCarty, Notary Public, Allegany County, Md.
Dec 12-1949

incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of eight hundred & 00/100 dollars (\$800.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the parties of the first part.

Attest as to all:	Patty Thomas	(SEAL)
David R. Willetts	Minnie Thomas	(SEAL)
Ruth M. Todd.	Her	
	Maggie X Karick	(SEAL)
	Mark	

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Patty Thomas and Minnie Thomas, his wife, and Maggie Karick, widow, the within named mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Chattel Mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Richard M. Johnson, et ux.

Mortgage.

To

Filed and Recorded December 7th 1949 at 11:15 A. M.

Liberty Trust Company, Cumberland, Md.

THIS MORTGAGE, Made this 6th day of December, in the year nineteen hundred and forty-nine, by and between Richard M. Johnson and Jeannette C. Johnson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland,

Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said Richard M. Johnson and Jeannette C. Johnson, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Thousand Eight Hundred (\$6,800.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Richard M. Johnson and Jeannette C. Johnson, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots, pieces or parcels of ground known and designated as part of Lots Nos. 19, 20, and 21, in the Annex to National Highway Addition, said parcels being on the Northerly side of LaVale Terrace, LaVale, Allegany County, Maryland, which said parcels are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection formed by the westerly side of Orchard Road with the northerly side of LaVale Terrace, said point of beginning being also distant 780 feet measured in a westerly direction along the northerly side of said LaVale Terrace from its intersection with the westerly side of LaVale Street, and running then with the northerly side of LaVale Terrace, South 42 degrees 20 minutes West 125 feet, then at right angles to LaVale Terrace, North 47 degrees 40 minutes West 95 feet, then parallel with LaVale Terrace, North 42 degrees 20 minutes East 125 feet to the westerly side of Orchard Road, and then with the westerly side thereof, South 47 degrees 40 minutes East 95 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by the Cumberland Realty and Storage Company, by deed dated December 6th, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Thousand Eight Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes

24484
 To: City
 Dec 13, 1949

assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Six Thousand Eight Hundred (\$6,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Richard M. Johnson (SEAL)

Jeannette C. Johnson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of December, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard M. Johnson and Jeannette C. Johnson, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of the Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

For value received, The Liberty Trust Company of Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company of Cumberland, Maryland, by Thomas L. Keech, its Vice President, and its Corporate Seal, duly attested by its Assistant Secretary this 1st day of May, 1950.
R. W. Holt
Assistant Secretary
(Corporate Seal)
The Liberty Trust Company of Cumberland, Maryland.
By Thomas L. Keech
Vice President

Orian L. Twigg, et ux.

Mortgage.

To

Filed and Recorded December 7th 1949 at 11:15 A. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$3.30).

THIS MORTGAGE, Made this sixth day of December, in the year nineteen hundred and forty-nine, by and between Orian L. Twigg and Alberta M. Twigg, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH: WHEREAS, the said Orian L. Twigg and Alberta M. Twigg, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Orian L. Twigg and Alberta M. Twigg, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit: All that piece or parcel of ground being part of tract of land known as "Horse Pasture Resurveyed", lying and being in Election District No. 2, in Allegany County, Maryland, and being more particularly described as follows:

Beginning at a planted stone on the northerly bank of Packhorse Road, at the end of the fourth line of conveyance by Willie Marian Hartley and Laura Hartley, his wife, to Orian L. Twigg and Alberta M. Twigg, his wife, and running thence South 30 degrees 30 minutes East 1347 feet to a stake at the white oak tree marked with six notches, thence South 32 degrees 50 minutes West 881 feet to a large nigger pine tree marked with six notches standing on the North side of the Greenridge Road, thence with said Road, North 89 degrees 50 minutes

Compared and Mailed
 To: *Atty City*
Dec 12-1949

West 700 feet, North 81 degrees West 200 feet, North 66 degrees 50 minutes West 350 feet, South 89 degrees 52 minutes West 200 feet, North 87 degrees 03 minutes West 385 feet to a stake on the North side of Greenridge Road, at the intersection of the North side of Packhorse Road, thence with the North side of said Packhorse Road, North 40 degrees 26 minutes East 200 feet, North 36 degrees East 360 feet to a stake at a white oak tree marked with six notches, thence leaving said road, North 40 degrees 30 minutes West 100 feet to a stake at a pine tree marked with six notches, thence North 34 degrees 33 minutes East 184 feet to a stake, thence North 32 degrees 03 minutes East 88 feet to a stake, witnessed by two large white oak trees, each marked with six notches, thence North 54 degrees 40 minutes West 176 feet to a white oak tree marked with six notches, thence North 38 degrees 40 minutes East 1510 feet, more or less, to a fence post on the South side of a road, thence South 48 degrees East 500 feet to the beginning. Containing 68 acres, more or less. Magnetic Meridian Surface Measurement.

It being the same property which was conveyed unto the said Mortgagors by deed from Willie Marion Hartley, et ux., dated December 30, 1944, and recorded in Liber 203, Folio 41, of the Land Records of Allegany County, Maryland.

The property described herein having been resurveyed on November 4, 1947, by Carl A. Low, surveyor, and the new description contained herein is the result of the aforesaid survey.

The indebtedness as evidenced by this mortgage is further secured by a Chattel Mortgage executed by the said Orian L. Twigg and covering a certain automobile as identified in said Chattel Mortgage, which said Chattel Mortgage bears even date herewith and is for the amount of \$450.00.

The indebtedness as evidenced by this mortgage is further secured by the assignment of a One Thousand Dollars, (\$1,000.00), Prudential Life Insurance Policy, covering the cash loan value of said policy.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least three thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Orian L. Twigg (SEAL)

Alberta M. Twigg (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Orian L. Twigg and Alberta M. Twigg, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, and also personally appeared Charles A. Piper, president of The Liberty Trust Company, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal, the day and year above written.
(Notarial Seal)

Geo. A. Siebert, Notary Public.

Paul T. Cioni, et ux.

Mortgage.

To

Filed and Recorded December 7" 1949 at 2:45 P. M.

Commercial Savings Bank of Cumberland, Md.

(Stamps \$1.65)

THIS MORTGAGE, made this 7th day of December, in the year nineteen hundred and forty-nine, by and between Paul T. Cioni and Sarah M. Cioni, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Fifteen Hundred (\$1,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that piece or parcel of real estate situate in Election District No. 29, near Cumberland, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at a point on a proposed forty-foot street and being North 30 degrees 20 minutes West 199.58 feet from Consolidation Coal Company's Engineer's Survey Station No. 11686, which is a copper plug in rock on North side of lane leading to the Greenpoint Farm houses, then with said proposed street, (true meridian courses and horizontal distances used throughout), North 50 degrees 05 minutes West 150 feet; then leaving said proposed street, North 42 degrees 15 minutes East 150 feet; South 50 degrees 05 minutes East 150 feet; South 42 degrees 15 minutes West 150 feet to the beginning, containing fifty-two hundredths (0.52) of an acre, more or less.

Being the same property conveyed by John Riley et ux to Paul C. Cioni et ux by deed dated September 27, 1944, and recorded in Liber No. 201, Folio 478, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial

Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) dollars and the interest thereon, according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. -- and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first:-- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Hundred (\$1,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid, are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

Attest: William C. Dudley

Paul T. Cioni (SEAL)
Sarah M. Cioni (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for

said County, personally appeared Paul T. Cioni and Sarah M. Cioni, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said George C. Cook did further in like manner make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Robert T. Zeller

Chattel Mortgage.

To

Filed and Recorded December 7th 1949 at 3:00 P. M.

Universal C. I. T. Credit Company

CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, residing at the place designated below, hereinafter termed "Mortgagor" (including all of the undersigned, if more than one), for and in consideration of the sum stated below lent to him by Universal C.I.T. Credit Company, whose office is located in the city where said loan is payable, hereinafter termed "Mortgagee", receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey to Mortgagee, its successors and assigns, the chattels, as described and which will be kept at the Mortgagor's residence or other place indicated below.

LOAN DATA - Loan Number: 3-1108; Loan made & Mortgage executed on: December 3, 1949; Amount of Loan: \$720.00; Payable at Mortgagee's office in Cumberland, Maryland in 12 successive monthly instalments of \$60.00 each, beginning (Month, Day and Year): January 3, 1949, and a final instalment on: --- which shall be for the balance then due.

MORTGAGOR'S RESIDENCE - Number and Street: Rte. #5, (City, Zone, County and State) Cumberland, Md.

MOTOR VEHICLE: Year, make and Model: 1949, Studebaker 1/2 TP. Up
Motor Number: 1R-5278; Serial Number: R5-008327; Other chattels: None.

TO HAVE AND TO HOLD said chattels unto said Mortgagee forever, irrespective of any retaking from and redelivery to Mortgagor (which term shall include Mortgagor's heirs, legal representatives, successors and assigns), or the taking of any notes or granting of any renewals or extensions to Mortgagor. Mortgagor represents that he owns and is lawfully possessed of the chattels; that the same are free from all encumbrances and that Mortgagor will warrant and defend the same to Mortgagee against the claims and demands of all persons; that the chattels shall at all times be at Mortgagor's risk and that loss, injury or destruction of the chattels shall not release Mortgagor's obligations hereunder.

PROVIDED, nevertheless, that if Mortgagor shall well and truly pay the amount above stated, which Mortgagor agrees to pay in the manner hereinabove set forth, this mortgage

shall be void, otherwise to remain in full force and effect.

Mortgagor agrees to pay promptly when due all taxes and assessments upon said chattels and/or for their use or operation and/or on this mortgage and to satisfy all liens that may be impressed against the same; Mortgagee is authorized to pay any of the aforesaid out of the proceeds of the loan for which this mortgage is security. Mortgagor agrees that all equipment, accessories and parts added to the chattels shall at once by accession become part thereof. Mortgagee may correct patent errors herein; time is of the essence; any notices to Mortgagor shall be sufficiently given if mailed to Mortgagor's address above stated.

Included in the amount of the loan secured by this mortgage is interest computed at the rate of 6% per annum and a service charge as follows: if the loan does not exceed Five Hundred Dollars, 4% thereof or \$4 whichever is greater; if over Five Hundred Dollars 2% thereof or \$20, whichever is greater.

Mortgagor may retain possession of the chattels and at Mortgagor's own expense keep and use said chattels until Mortgagor makes any default hereunder or in the payment of any instalment due hereunder, or any extension thereof. Mortgagee is authorized to purchase fire, theft or comprehensive and collision insurance in such form and in the amount of the reasonable value of the chattels as mortgagee may require relating to their respective interests and to execute applications for such insurance when required; Mortgagor agrees to pay the premiums therefor and authorizes Mortgagee, at its election, to pay said premiums out of the proceeds of said loan. In case of default in the payment of any instalment when due, or any extension thereof, or if Mortgagor shall sell, assign, encumber or misuse the chattels or attempt so to do, or if Mortgagor shall remove or attempt to remove the chattels from the state in which Mortgagor now resides, or if the chattels be used in violation of any statute or ordinance, or whenever Mortgagee shall deem the debt or chattel insecure, or if Mortgagor shall fail to perform any of the other terms or provisions herein contained, the entire balance of the indebtedness secured by this mortgage shall become due and payable forthwith, and Mortgagor will deliver the chattels to Mortgagee, and Mortgagee may take immediate possession thereof and, as custodian, of anything found therein, and with or without legal process, may enter any premises where the chattels may be to take possession thereof, and may sell and dispose of the chattels at private or public sale, with or without notice, at which sale Mortgagee may purchase. Out of the moneys arising from such sale, Mortgagee shall be paid the balance then owing hereunder; any surplus shall be paid to Mortgagor who agrees to pay any deficiency forthwith.

Acceptance of any payments after maturity, or waiver or condonation of any breach or default, shall not be a waiver of any other or subsequent breach or default. No representations, promises or statements have been made by Mortgagee unless contained herein in writing. Mortgagor waives all exemptions and homestead laws. This mortgage shall be construed under the laws of Maryland, and if any part hereof is invalid thereunder, it shall be deemed deleted, but shall not invalidate this mortgage.

IN WITNESS WHEREOF, said mortgagor has set his (their) hand(s) and seal(s) the day and year hereinabove set forth.

Robert T. Zeller

(L. S.)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of December, 19--, before me, the subscriber, notary public, personally appeared Robert Zeller and -- (his wife) and each acknowledged the foregoing chattel mortgage to be their respective act.
(Notarial Seal) My Commission Expires May 2nd, 1950.

Alma J. Dick, Notary Public.

#####

David J. Corrigan, et ux.

Mortgage.

To
Liberty Trust Company, Cumberland, Md.

Filed and Recorded December 8" 1949 at 10:55 A. M.
(Stamps \$1.65).

THIS MORTGAGE, Made this 6th day of December, in the year nineteen hundred and forty-nine, by and between David J. Corrigan and Annabelle L. Corrigan, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

Whereas, the said David J. Corrigan and Annabelle L. Corrigan, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Five Hundred (\$1,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said David J. Corrigan and Annabelle L. Corrigan, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground about 5-1/2 miles westerly of the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 18 and 19, in Allegany Grove Camp Ground Amended, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a stake standing at the end of the first line of Lot No. 17, as shown on the Amended Plat of The Allegany Grove Campground, said stake being also on the northerly side of Braddock Road, and running then with the said northerly side of Braddock Road, South 58 degrees 5 minutes West 100 feet to a stake, then at right angles to said Braddock Road, North 31 degrees 55 minutes West 242 feet to a stake standing at the edge of Braddock Run, then with the meanders of Braddock Run the approximate course and distance of North 60 degrees East 102 feet to a stake standing at the edge of said run, said stake also intersecting a line drawn North 31 degrees 55 minutes West 220 feet from the place of beginning and then reversing said line, South 31 degrees 55 minutes East 220 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by D. Clifford Goodfellow, attorney in fact for F. Helene Goodfellow, by deed dated August 23, 1945,

and recorded in Liber 205, Folio 100, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Five Hundred (\$1,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their

lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: James Park

David J. Corrigan (SEAL)

Annabelle L. Corrigan (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared David J. Corrigan and Annabelle L. Corrigan, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

Paul C. Owens, et al.

Mortgage.

To

Filed and Recorded December 8" 1949 at 2:10 P. M.

Cumberland Savings Bank of Cumberland, Md.

(Stamps \$15.40).

THIS MORTGAGE, made this 8th day of December, in the year Nineteen Hundred and Forty-Nine, by and between Paul C. Owens (Unmarried) and Thomas H. Blash and Martha Blash, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Fourteen Thousand (\$14,000.00) Dollars, payable one year after date, with interest from date at the rate of five per cent per annum, payable monthly as it accrues..

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of One Hundred (\$100.00) Dollars per month plus interest at the rate of five per cent per annum, the first of said monthly

payments to be made on June 8, 1950.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the Mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland, passed at the January 1945 Session of the General Assembly and any amendments or supplements thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Paul C. Owens and Thomas H. Blash and Martha Blash, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

FIRST: All that piece, parcel or lot of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 17 of "Mountain View Addition, La Vale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to-wit:

BEGINNING for the said parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40), and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman, et ux. unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, Folio 367, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning; and running thence with the said third line of the said Baughman to Kline Deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet; South 83 degrees 09 minutes West 309 feet to a stake; thence constructing a new division line over and across Lot No. 17 in said Mountain View Addition North 5 degrees 24 minutes West approximately 187.57 feet to a stake situate on the southerly side of the National Highway (U. S. Route No. 40) and running thence with the southerly side of said National Highway, North 84 degrees 36 minutes East 250 feet, North 82 degrees 53 minutes East 100 feet, North 80 degrees 22 minutes East 100 feet; North 75 degrees 30 minutes East 50 feet to the place of beginning. It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash by George E. Baughman, et ux., by deed dated the 20th day of October, 1949, and recorded in Liber 227, Folio 9, one of the Land Records of Allegany County, Maryland.

SECOND. All that tract or parcel of ground situated in LaVale, about 5 miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pin standing at 190 feet on the second line of the first parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al., by deed dated the 1st day of May, 1940, and recorded in Liber No. 187, Folio 83, one of the Land Records of Allegany County, and running thence (Magnetic bearings as of September, 1945, and with horizontal measurements) North 84 degrees and 36 minutes East 31-8/10 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain

View Addition, thence with the 3rd lines of Lot Nos. 19 and 18, North 84 degrees and 36 minutes East 241-65/100 feet, thence with the third lines of Lot Nos. 17, 16, 15 and 14 of the said Mountain View Addition, North 83 degrees and 9 minutes East 359-35/100 feet, thence continuing with the Southerly lines of Lot Nos. 14, 13, 12, 11 and 10, North 82 degrees and 53 minutes East 100 feet, North 80 degrees and 22 minutes East 100 feet, North 75 degrees and 30 minutes East 100 feet, North 71 degrees and 4 minutes East 100 feet, North 69 degrees and 17 minutes East 100 feet to the east side of 30-foot street, leading from the National Highway through the aforementioned Mountain View Addition, now used as a water drain, thence with the 3rd line of Lot No. 9 and part of the 3rd line of Lot No. 8 of the said addition, North 66 degrees and 25 minutes East 115 feet, more or less, to the west side of Braddock Street, as shown on Section "A" of the Peoples Park Addition, duly recorded among the Land Records of Allegany County, thence with the West side of the said Braddock street, South 18 degrees and 35 minutes East 370 feet, thence South 2 degrees and 25 minutes West 175 feet, more or less, to the center line of Braddock's Run, thence with the center line of the said Run, in a Westerly direction, about 1360 feet to the end of the aforementioned second line of the Young parcel of ground, Liber 187, Folio 83, thence with the 2nd line of the said Young parcel of ground reversed, North 5 degrees and 10 minutes East 370 feet to the beginning. Containing 10 acres, more or less.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash, by George L. Longerbeam (unmarried) et al., by deed dated the 22nd day of October, 1949, and recorded in Liber 227, Folio 10, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Paul C. Owens (unmarried) and Thomas H. Blash and Martha Blash, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fourteen Thousand Dollars (\$14,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Paul C. Owens (Unmarried) and Thomas H. Blash and Martha Blash, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Paul C. Owens (Unmarried) and Thomas H. Blash and Martha Blash, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors and assigns, or F. Brooke Whiting, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds

arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Paul C. Owens and Thomas H. Blash and Martha Blash, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said Paul C. Owens (unmarried) and Thomas H. Blash and Martha Blash, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Thousand (\$14,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hand and seal of said mortgagors.

Attest: Ethel McCarty

Paul C. Owens (SEAL)

Thomas H. Blash (SEAL)

Martha Blash (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul C. Owens (unmarried) and Thomas H. Blash and Martha Blash, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, vice-president of the Cumberland Savings Bank of Cumberland, Maryland, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the vice president of the Cumberland Savings Bank of Cumberland, Maryland, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ethel McCarty, Notary Public.

Mortgage.

William Wilson Hendry, et ux.

Filed and Recorded December 8th 1949 at 3:50 P. M.

To

(Stamps \$2.75)

First National Bank of Cumberland, Md.

THIS MORTGAGE, Made this 7th day of December, 1949 by and between William Wilson Hendry and Margaret G. Hendry, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

Compared and
To City
Mtyge
Dec 12 1949

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand seven hundred (\$2,700.00) dollars, payable one year after date with interest from date at the rate of five (5) per cent per annum, payable quarterly.

NOW THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all those two lots or parcels of ground lying and being in the City of Cumberland, Allegany County, State of Maryland, situated on the West side of Pennsylvania Avenue in Highland Addition to Cumberland, Maryland, designated on the plat of said Addition as lots Numbers 26 and 27 and described as follows:

FIRST: Lot No. 26. BEGINNING at the end of the first line of Lot No. 25 in said addition, and running thence North fourteen degrees and two minutes East forty feet with the East side of a twelve-foot alley, then South Seventy-Five degrees and fifty-eight minutes, East one hundred and three feet to the west side of Pennsylvania Avenue, then South fourteen degrees and two minutes West forty feet with the west side of Pennsylvania Avenue, then north seventy-five degrees fifty-eight minutes, West one hundred three feet with the second line of lot No. 25, reversed to the beginning. It being the same property which was conveyed to Christena W. Hendry under the name of Christena Wilson, by James Miller and Ruth Elizabeth Miller, his wife, by deed dated the fifteenth day of September, 1908, and recorded in Liber J. W. Y. No. 104, Folio 250, one of the Land Records of Allegany County, Maryland.

SECOND: Lot No. 27. BEGINNING for the same at the end of the first line of Lot Number Twenty-Six (26) in said addition, and running thence north fourteen degrees and two minutes east forty feet with the east side of a twelve-foot alley, thence south seventy-five degrees and fifty-eight minutes East one hundred and three feet to the west side of Pennsylvania Avenue, then south fourteen degrees and two minutes west forty feet; thence with the second line of Lot Number Twenty-Six (26) aforesaid, reversed, North seventy-five degrees and fifty-eight minutes west one hundred and three feet to the beginning, it being the same property conveyed to Christena W. Hendry by David L. Wilson by his last will and testament dated June 20th, 1930, and admitted to probate February 12th, 1932, and recorded in Liber R, Folio 343 of the Wills Records of the Orphans Court of Allegany County, Maryland.

The foregoing property being the same property conveyed to William Wilson Hendry by deed of Christena W. Hendry, widow, dated the third day of November, 1936, and recorded among the land records of Allegany County, Maryland, in Liber 176, Folio 189; and by deed of said Christena W. Hendry, widow, to said William Wilson Hendry and Margaret G. Hendry, his wife, dated the twenty-ninth day of October, 1948, and recorded in Liber 223, Folio 41, of said land records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand seven hundred (\$2700.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of Two Thousand Seven Hundred (\$2700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien

or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said Mortgagors.

WITNESS as to both: William Wilson Hendry (SEAL)
T. V. Fier Margaret G. Hendry (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of December, 1949, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William Wilson Hendry and Margaret G. Hendry, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also appeared H. A. Pitzer, president of the First National Bank of Cumberland, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

Marilyn V. Bridges et vir

Chattel Mortgage

To Filed and Recorded December 5th 1949 at 3:30 P.M.

Lester Millenson t/a, etc.

This Chattel Mortgage Made this 28th day of November, 1949

by and between Marilyn V. Bridges and Russell H. Bridges her husband
Mail: R. #1 Hyndman, Penna. of the City of Corrigansville, Allegany County
State of Maryland hereinafter called the "Mortgagor," LESTER MILLENSON,
trading as NATIONAL LOAN COMPANY, Cumberland, Maryland (License No. 92), hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$ 300.00), the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as herein set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property, now located at No. R. #1 Hyndman, Penna. ~~as set~~ aforesaid, that is to say:-

Make	Model	Year	Engine No.	Serial No.	Title No.
Terraplane	Sedan	1936	214765	6139042	D253328

OTHER ACCESSORIES:

1-4 pc Blond Walnut Bedroom Suite consisting of bed, dresser, vanity and chest of drawers,
1-"Napanese" Kitchen Cabinet, 1-"Dutchess" Electric Washer, 1-Overstuffed Studio Couch,
1-Heatrola, 1-Radiola, 1-Overstuffed Rocker, 1-Walnut Console Table, 1-"New Royal" Singer
Sewing Machine, 1-Electric Floor Lamp, 1-Maple Breakfast Set consisting of table and 4 chairs,
1-Metal Clothes Hamper, 4-Kitchen Chairs, 1-Wardrobe, 1-Metal Bed, 1-Chest of Drawers,
1-"Dixie" Table Top Coal & Wood Range, 1-2nd table.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

TO HAVE AND TO HOLD the same unto the said Mortgagee, his personal representatives and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, his personal representatives and assigns, at his regular place of business, the aforesaid principal sum of Three Hundred Dollars, (\$ 300.00),
in seventeen successive monthly installments of Twenty-one dollars and 81/100 Dollars, (\$ 21.81), each, including interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 12th day of December, 1949, together with a final 18th installment, covering any unpaid balance, including interest as aforesaid, which installment shall be payable on the 12th day of May 1951, then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the above described premises without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagee to the Mortgagor, or if possession be withheld from the Mortgagee, the Mortgagee may obtain possession by any appropriate legal proceeding including the right of replevin. After such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or their last known address, notifying him or them that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagor (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mort-

Compressed and Mailed Baltimore
To Hyndman, Pa.
Dec 9 1949

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$ --- and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone Edna P. Lohof (SEAL)
WITNESS Geneva Stone Paul Lohof (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:

I HEREBY CERTIFY that on this 29th day of November, 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Edna P. Lohof and Paul Lohof her husband the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Geneva Stone
Notary Public

(NOTARIAL SEAL)

*Insert the word "including" or the word "with" as the circumstances may require.

George Robert Stafford et ux
To William L. Frazee
Filed and Recorded December 5th 1949 at 10:50 A.M.

Mortgage
(Stamps \$1.65)

This Mortgage, Made this 1st day of December
in the year Nineteen Hundred and Forty-Nine, by and between
George Robert Stafford and Betty Lee Stafford his wife,
of Allegany County, in the State of Maryland
parties of the first part, and William L. Frazee

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the party of the second part in the full and just sum of \$2455.00 as is evidenced by their joint and several promissory note of even date in the sum of \$2455.00 in which they promise to pay within seven years after date to the order of the party of the second part the sum of \$2455.00 together with interest thereon at the rate of six per cent per annum and to pay the same in the following manner; to pay the sum of at least \$80.00 per month on the first of each and every month hereafter for the next twelve months on account of the principal debt, and in addition thereto to pay interest each quarter which shall be calculated on quarterly balances, after the said twelve monthly payments have been made with interest as aforesaid, the parties of the first part shall pay to the order of the party of the second part the balance of the debt in annual payments of at least \$200.00 on the principal debt on the first of December of each and every year together with accrued interest thereon until the entire debt is paid in full with interest within the time limited.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George Robert Stafford and Betty Lee Stafford his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

William L. Frazee, his

heirs and assigns, the following property, to-wit: FIRST: All that tract or parcel of land situated in Election District No. 2 in Allegany County, State of Maryland, being a part of what is known as the "Ervin Hanan" property, which is particularly described as follows, to-wit:

BEGINNING For the same at the end of the 13th line of the survey of the same and running with the 14th line thereof South 71-1/4 degrees, West 48 perches, then leaving the lines of said survey, thence South 87 degrees West 41 perches, North 64 degrees West 39 perches, South 75 degrees West 16-1/4 perches, to the end of 2-1/2 perches on the 39th line of the whole survey and with it North 36 degrees East 37 perches to a gum at the end of the 4th line of a tract of land called "The Locust Found" surveyed in 1824 and thence with the lines thereof N. 30-1/2 degrees East 16-1/4 perches North 50-1/2 degrees West 24 perches N. 15-1/2 degrees West 20 perches, North 22-1/2 degrees East 20 perches, North 47-1/2 degrees West 32 perches, then leaving the outlines of said tract and running thence South 39 degrees East 36 perches, N. 49 degrees East 10 perches, North 23 degrees East 28 perches N. 58 degrees East 6-4/5 perches, North 68 degrees East 14-4/5 perches, North 79-1/2 degrees East 8-3/5 perches, North 41 degrees East 10 perches to a rock oak 3 notches, South 54 degrees East 20 perches, South 46 degrees East 40-1/2 perches South 11 degrees West 24 perches South 16 degrees West 21-1/2 perches, South 58 degrees West 5-1/2 perches, South 74 degrees West 8-1/2 perches South 1/2 degree West 22-1/2 perches, South 12-1/2 degrees East 37-3/4 perches to the beginning, containing 108 acres, more or less. Special reference is hereby made to an easement or right of way for vehicular and pedestrian traffic 20 ft. wide leading from the gap of the mountain on the Williams Road to the tract of land herein conveyed, which shall follow the present road as now located. This easement or right of way to be in perpetuity. This being the same land which was conveyed by Rutledge Yonker, et al, unto the said George Robert Stafford and Betty Lee Stafford, his wife, by deed dated September 5, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 217, Folio 117.

The above described property is improved by a four room frame dwelling house a barn and an implement shed SECOND: There is also conveyed in this mortgage a John Deere new Model No. 51 MC Tractor, Serial No. 10608, Serial No. AM1139T 12 Shoes, AM 1153 T Sprocket 46 Tread, AM1042 Pulley, AM955 T Bumper No. 51 A33Z 46, and it is covenanted by the mortgagors that they have a perfect title to the said tractor and that the said tractor shall usually be kept on the above described real estate and shall not be removed from Allegany County, Maryland, without the written consent of the mortgagee.

This is a purchase money mortgage as to the above tractor as to the said debt except for \$1500.00. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said George Robert Stafford and Betty Lee Stafford, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

William L. Frazee, his executors, administrators or assigns, the aforesaid sum of \$2455.00 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. P. B. P. Lohof
Dec 9 19 49

And it is Agreed that until default be made in the premises, the said
George Robert Stafford and Betty Lee Stafford, his wife

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said George Robert Stafford and Betty Lee Stafford
his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

William L. Frazee his

heirs, executors, administrators and assigns, or Thomas Lohr Richards
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said
George Robert Stafford and Betty Lee Stafford his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor's their representatives, heirs or assigns.

And the said George Robert Stafford and Betty Lee Stafford his wife

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least
Twenty-Four Hundred Fifty-Five Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent
of his ~~and~~ lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagor s.

Attest
Joan B. Ghost
Joan B. Ghost
George Robert Stafford (Seal)
Betty Lee Stafford (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of December

in the year nineteen hundred and Forty-Nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
George Robert Stafford and Betty Lee Stafford his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared William L. Frazee

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My Commission expires May 7, 1951

Joan B. Ghost

Notary Public

Winifred E. Browning
To Filed and Recorded December 5" 1949 at 3:05 P.M.
Morgan C. Harris et ux

Mortgage

(Stamps \$3.30)

This Mortgage, Made this 3rd day of December
in the year Nineteen Hundred and Forty-nine, by and between
Winifred E. Browning, widow

of Allegany County, in the State of Maryland
part y of the first part, and Morgan C. Harris and Phyllis G. Harris, his wife,

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, the said Mortgagor now stands indebted unto the said Mortgagees in the full
and just sum of Three Thousand Dollars (\$3,000.00) as evidenced by her Promissory Note of even
date herewith, payable one year after date, with interest at the rate of 5% per annum, computed
and payable semi-annually

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said Winifred E. Browning, widow,

do es give, grant, bargain and sell, convoy, release and confirm unto the said
Morgan C. Harris and Phyllis G. Harris, his wife, their

heirs and assigns, the following property, to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland, known
as Lot No. 17 and part of Lot No. 18 in Long's National Highway Second Addition, LaVale, Mary-
land, a plat of which is herewith recorded among the Land Records of Allegany County in Plat
Case Box No. 1, said parcel being described as follows:

BEGINNING at the intersection of the Southwesterly side of Woodlawn Avenue, with the Westerly
side of Second Street, and running thence with said Woodlawn Avenue, North 41 degrees 19 minutes
West 75 feet, thence South 43 degrees 41 minutes West 100 feet, thence South 41 degrees 19
minutes East 75 feet to Second Street, and with said Street, North 48 degrees 41 minutes East
100 feet to the place of beginning. Subject to the covenants and restrictions set forth in
the deed from William M. Long and Myrtle A. Long his wife, to Winifred E. Browning et vir by
deed dated the 16th day of July, 1925, and recorded among the Land Records of Allegany County,
Maryland, in Liber 151, folio 96. This is the same property set forth in the aforesaid deed,
and also a deed from William A. Long, et ux, to Rutherford B. Browning and Winifred E. Browning,
his wife, by deed dated January 4, 1925, and recorded among the Land Records of Allegany
County, Maryland, in Liber 159, folio 685, and the said Rutherford B. Browning having predeceased
his wife the fee simple title to this property is now in the name of his widow, Winifred E.
Browning.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Winifred E. Browning, widow, her
heirs, executors, administrators or assigns, do and shall pay to the said
Morgan C. Harris and Phyllis G. Harris, his wife, their
executors, administrators or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on her part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Winifred E. Browning, widow

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
Winifred E. Browning, widow,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Morgan C. Harris and Phyllis G. Harris, his wife, their

heirs, executors, administrators and assigns, or
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Winifred E. Browning, widow, her heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said Winifred E. Browning widow,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least
Three Thousand (\$3,000.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent
of -- their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee s, or the mortgagees may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Winifred E. Browning (Seal)
Widow (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 3rd day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Winifred E. Browning, widow,

and acknowledged the foregoing mortgage to be her act and deed; and
at the same time before me also personally appeared Morgan C. Harris and Phyllis G. Harris
his wife,
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Joan S. Burke

Notary Public

William V. Fagan et ux

Clare A. Hazelwood

Filed and Recorded December 6th 1949 at 2:30 P.M.

Mortgage

This Mortgage. Made this 6th day of December

PURCHASE MONEY in the year Nineteen Hundred and Forty-Nine

by and between William V. Fagan and Betty L. Fagan his wife

of Allegany County, in the State of Maryland
part 1st of the first part, and Clare A. Hazelwood

of Allegany County, in the State of Maryland
part 2nd of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part
in the full and just sum of Eighteen Hundred (\$1,800.00) Dollars this day loaned the parties
of the first part by the party of the second part as part of the purchase price of materials,
labor, etc. incurred in the improvements on the land herein conveyed which principal sum, with
interest at 6% per annum, is to be repaid in payments of not less than Thirty-five (\$35.00)
Dollars per month; said payments to be applied first to interest and the balance to principal.
The first of said monthly payments to be due and payable one month from the date hereof and to
continue monthly until the amount of principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, her

heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying on the Easterly side of Auburn Avenue, in
the City of Cumberland, Allegany County, Maryland, known as Lot No. 45 on the map of Dom's
Addition to the City of Cumberland, and which is described as follows:

BEGINNING for the same at a point on the Easterly side of Auburn Avenue at the end of 312.83
feet measured in a Southerly direction along the Easterly side of said Auburn Avenue from the
Southerly side of Hudson Avenue, and running thence with the Easterly side of said Auburn
Avenue, South 23 degrees West 25 feet, thence at right angles thereto South 67 degrees East
115 feet to an Alley fifteen feet wide, and with it North 23 degrees East 25 feet thence North
67 degrees West 115 feet to the place of beginning.

BEING the same property which was conveyed to William V. Fagan by Leo Twigg et ux by
deed dated the 27th day of March, 1948, and recorded among the Land Records of Allegany County
in Liber No. 219, folio 542.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, her executor, administrator or assigns, the aforesaid sum of Eighteen Hundred (\$1,800.00) Dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on her part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or William M. Somerville his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Eighteen Hundred (\$1,800.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest George H. Tederick

William V. Fagan

(Seal)

George H. Tederick

Betty L. Fagan

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this 6th day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William V. Fagan and Betty L. Fagan his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wm. M. Somerville, Attorney and Agent for

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath that he is Agent for the mortgagee and duly authorized to make this affidavit.

(Notarial Seal)

George H. Tederick

Notary Public

DeSales Glick et ux

To Kathleen Glick Murray et al

Filed and Recorded December 6th 1949 at 1:15 P.M.

Mortgage

(Stamps \$5.50)

This Mortgage,

Made this 1st day of December

in the year Nineteen Hundred and Forty Nine, by and between

DeSales Glick and Hildegard W. Glick, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Kathleen Glick Murray and Mary Louise Glick, as joint tenants with the right of survivorship

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Five Thousand Dollars (\$5,000.00) which said sum the parties of the first part promise to pay to the order of the parties of the second part, or either of them, one year after date, with interest thereon at the rate of Four Per Centum (4%) Per Annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and being at the Southwesterly corner of Smallwood and Cumberland Streets in Cumberland, Allegany County, Maryland, and described as follows, to-wit: BEGINNING for the same at a stake standing at the Southwesterly intersection of Smallwood and Cumberland Streets and running thence with the Westerly South 7 degrees 27 minutes West 62.81 feet; thence North 81 degrees 32 minutes West 78.3 feet; thence North 4 degrees 14 minutes East 31.36 feet; thence North 85 degrees 46 minutes West 3 feet; thence North 15 degrees 14 minutes East 30 feet; thence South 82 degrees 42 minutes East 78 feet to the point of beginning.

IT BEING part of the property devised to the said Hildegard Wiesel Glick by her Father, Michael L. Wiesel, by his will, duly probated among the Records of Mills of Allegany County, Maryland; and which property is likewise described in a deed from John B. Wiesel and others to Hildegard Wiesel Glick, dated June 14, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 221, folio 323, reference to which deed is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Five Thousand Dollars (\$5,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Edw. L. Fagan, City, Ct.
Dec. 10 1949

side of Smallwood Street

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Dollars (\$5,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Edw. J. Ryan

DeSales Glick

(Seal)

Hildegardie W. Glick

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

DeSales Glick and Hildegardie W. Glick, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Kathleen Glick Murray and Mary Louise Glick,

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Edward J. Ryan

Notary Public

Rose C. Derlan et al

To Filed and Recorded December 6th 1949 at 3:40 P.M.

Cumberland Savings Bank of Cumberland, Maryland

Mortgage

(Stamps \$2.75)

This Mortgage,

Made this 5th day of December

in the year Nineteen Hundred and Forty-nine by and between Rose C. Derlan (widow) Walter Eugene Derlan and Mildred L. Derlan, his wife, Arthur Burton Bland and Leota Frances Bland, his wife, and William David Derlan (Unmarried)

of Allegany County, in the State of Maryland

parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, a corporation

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Twenty-seven Hundred (\$2700.00) Dollars, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said parties of the first part shall make payments on said indebtedness in the amount of \$25.00 per month plus interest at the rate of six per cent per annum.

Now Therefore, in consideration of the promises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

heirs and assigns, the following property, to-wit: All the following described real estate situated on the Westerly side of Arch Street, in the City of Cumberland, in Allegany County and State of Maryland, the same being a part of Lot No. 27 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, which said land herein conveyed is particularly described as follows, to wit:

Beginning for the same at an iron pin standing South 18 degrees 34 minutes West 203.8 feet from the Southwesterly intersection of Third Street and Arch Street (Magnetic bearings as of the Original plat) and running thence North 71 degrees 26 minutes West 100 feet to the Easterly side of Flora Alley, thence with Flora Alley South 18 degrees 34 minutes West 39.7 feet to an iron pin, thence with fence line South 71 degrees 43 minutes East 100 feet to the west side of Arch Street, thence with Arch Street North 18 degrees 34 minutes East 39.3 feet to the beginning.

It being the same property which was conveyed to Herman B. Derlan and Rose C. Derlan, his wife by Lynn C. Lashley, Executor of the Last Will and Testament of Thomas B. Lashley, deceased and Carrie M. Lashley widow of Thomas B. Lashley by Confirmatory deed dated the 22nd day of February 1937 and recorded in Liber 178 folio 473 one of the Land records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors, administrator or assigns, the aforesaid sum of Twenty-seven Hundred (\$2700.00) together with the interest thereon, as and when the same shall become due and payable, and if the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
T. J. Ryan
19 49

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland, its successors or

heirs, executors, administrators and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-seven Hundred (\$2700.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest

Ethel McCarty

Rose C. Derlan (Seal)

Walter E. Derlan (Seal)

Mildred L. Derlan (Seal)

Arthur B. Bland (Seal)

Leota Frances Bland (Seal)

William David Derlan (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this 5th day of December

in the year nineteen hundred and Forty-nine

, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Rose C. Derlan (widow), Walter Eugene Derlan and Mildred L. Derlan, his wife; Arthur B. Bland and Leota Frances Bland, his wife and William David Derlan (unmarried)

and each acknowledged the foregoing mortgage to be their act and deed; and

at the same time before me also personally appeared Marcus A. Naughton Vice President of the Cumberland Savings Bank of Cumberland, Maryland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and the said Marcus A. Naughton further made oath that he is the Vice President of the Cumberland Savings Bank of Cumberland, Maryland and

WITNESS my hand and Notarial Seal the day and year aforesaid. duly authorized to make this affidavit.

Ethel McCarty

Notary Public

For value received, the Cumberland Savings Bank, Cumberland, Md. hereby releases the within and foregoing Mortgage. In witness whereof the Cumberland Savings Bank of Cumberland, Md. has caused these presents to be signed by its Vice President and its corporate seal hereto affixed, attested by the signature of its Cashier this 5th day of December 1949.

Attest: John J. Conroy
(Corporate Seal)

By Marcus A. Naughton
Vice President.

Dennis L. Readd et ux
Elmer D. Poland et ux

Filed and Recorded December 7th 1949 at 9:00 A.M.

Mortgage

This Mortgage, Made this

Sixth

day of

December

in the year Nineteen Hundred and Forty-nine

Dennis L. Readd and Edith G. Readd, his wife,

by and between

of Allegany

County, in the State of Maryland

parties of the first part, and Elmer D. Poland and Frona F. Poland, his wife,

of Mineral

County, in the State of West Virginia

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00) payable at the rate of Thirty Dollars (\$30.00) each month with interest thereon at the rate of six per cent (6%) per annum, payable each month on the unpaid principal; said indebtedness being part of the purchase money for the property hereinafter described, and this, therefore, being a purchase money mortgage to secure said sum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Dennis L. Readd and Edith G. Readd, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Elmer D. Poland and Frona F. Poland his wife, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Easterly side of Elm Street, in the City of Cumberland, Allegany County, Maryland, it being part of Lot No. 60 in "Haley's Addition to Cumberland", which said lot is particularly described as follows:

BEGINNING at a point on the Easterly side of Elm Street, distant in a Southerly direction 154 feet from the intersection of the Southerly side of Spring Street, and the Easterly side of Elm Street, said point being also at the end of the 1st. line of the lot conveyed by Solomon George and Mary George, his wife, to Grace M. Zeller, by deed dated May 19th, 1905, and recorded in Liber No. 97 folio 301, of the Land Records of Allegany County, Maryland; and running thence with the Easterly side of Elm Street in a Southerly direction 22 feet to the beginning of the lot conveyed by the said Solomon George and Mary George, his wife, to Frank M. Kesler, by deed dated March 31st, 1905, and recorded in Liber No. 96 folio 491 of said Land Records; and running thence with the fourth line of said lot reversed in an Easterly direction, 100 feet to Walnut Alley; thence with said alley in a Northerly direction 22 feet to the 2nd. line of the aforementioned Zeller deed; thence with said 2nd. line reversed in a Westerly direction, 100 feet to the beginning.

BEING the same lot or parcel of ground conveyed by Elmer D. Poland and Frona F. Poland, his wife, to Dennis L. Readd and Edith G. Readd, his wife, by deed dated December 6th, 1949, and to be recorded among the Land Records of Allegany County, Maryland, of even date with the aforementioned deed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of Three Thousand Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or William A. Muster his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest	Julia W. Jackson	Dennis L. Read	(Seal)
	Julia W. Jackson	Edith G. Read	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this Sixth day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Dennis L. Read and Edith G. Read, his wife,

and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Elmer D. Poland and Frona F. Poland his wife,

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Julia W. Jackson
Notary Public

Mary F. O'Brien
To
Otis Wisman et ux
Filed and Recorded December 8th 1949 at 9:00 A.M.

Mortgage
(Stamps \$2.75)

This Mortgage, Made this 7th day of December

in the year Nineteen Hundred and Forty Nine, by and between Mary F. O'Brien

of Allegany County, in the State of Maryland part Y of the first part, and Otis Wisman and Elizabeth Wisman his wife,

of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH:

Whereas, the said party of the first part, stands indebted to the said party of the second part, in the full and just sum of Twenty Five Hundred Dollars (\$2500.00) as evidenced by her promissory note of even date herewith for said sum of money and payable to Otis Wisman and Elizabeth Wisman, his wife, payable one year after date hereof, with interest at the rate of six percent per annum, said interest to be paid semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mary F. O'Brien

do give, grant, bargain and sell, convey, release and confirm unto the said Otis Wisman and Elizabeth Wisman, his wife, their heirs and assigns, the following property, to-wit:

All those two lots, pieces or parcels of ground, situated, lying and being in the "Rose Hill Addition" to Cumberland, Maryland, the said two lots being known and designated on the plat of said Addition as Lots Numbers Seven (7) and Eight (8) of Block Number Ten (10) and described as follows;

Lot Number Seven: Beginning on the North side of Arnett Terrace and at the end of the first line of Lot Number Six and running thence with said Terrace, North 82 degrees and eight minutes East 25 feet; then North 7 degrees and 52 minutes West 120 6/10 feet to Fairmont Avenue, and with it North 82 degrees and 14 minutes West 25 8/10 feet to the end of the second line of Lot Number Six, and with it reversed, South 7 degrees and 52 minutes, East 127 5/10 feet to the beginning.

Lot Number Eight: Beginning on the North side of Arnett Terrace and at the end of the first line of Lot Number Seven, and running thence with said Terrace, North 82 degrees and 8 minutes East 25 feet; then North 7 degrees and 52 minutes West 113 6/10 feet to Fairmont Avenue, and with it North 82 degrees and 14 minutes, West 25 8/10 feet to the end of the second line of Lot Number Seven, and with it reversed, South 7 degrees and 52 minutes, East 120 6/10 feet to the beginning.

It being the same pieces or parcels of ground which was conveyed to Mary F. O'Brien by Grace Shaffer and George E. Shaffer, by deed dated the 29th day of July 1948, which said deed is recorded in Liber 221 folio 665 one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Mary F. O'Brien her heirs, executors, administrators or assigns, do and shall pay to the said Otis Wisman and Elizabeth Wisman, his wife, their executor, administrator or assigns, the aforesaid sum of \$2,500.00 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed December 12 1949
To Mr. J. W. Jackson
Notary Public

And it is Agreed that until default be made in the premises, the said

Mary F. O'Brien

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Mary F. O'Brien

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Otis Wisman and Elizabeth Wisman his wife, their

heirs, executors, administrators and assigns, or Clarence Shuttler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Mary F. O'Brien, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said Mary F. O'Brien

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty Five Hundred Dollars (\$2,500.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

George H. Tederick

Mary F. O'Brien

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 7th day of December

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Mary F. O'Brien

and -- acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Otis Wisman and Elizabeth Wisman his wife the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

George H. Tederick

Notary Public

For value received we hereby release the within mortgage. Witness our hands and seals this 23rd day of August 1950.

Witness

Mary O. Straw

Otis Wisman

Elizabeth Wisman

(Seal)

(Seal)

8/24/50

Walter E. Smith et ux
Wyant C. Messman

Filed and Recorded December 8th 1949 at 9:45 A.M.

Mortgage

This Mortgage,

Made this 7th day of December

in the year Nineteen Hundred and Forty-nine

, by and between

Walter E. Smith and Frances Smith his wife,

of Allegany

County, in the State of

Maryland

parties of the first part, and Wyant C. Messman

of Allegany

County, in the State of

Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said party of the second part in the just and full sum of Three Hundred Dollars (\$300.00) as is evidenced by their joint and several promissory note of even date herewith for said sum of money payable to the order of Wyant C. Messman, one year after date with interest from date at the rate of six per cent per annum payable semi-annually as it accrues; the said parties of the first part shall have the right and privilege to make payments on the principal amount of this indebtedness in sums of less than \$100.00 at a time at any interest payment period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southeasterly side of Central Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. Two Hundred and Fifteen (215) in the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described in a deed to the said parties of the first part by William A. Gunter, Trustee, dated August 28, 1935, and recorded among the Land Records of Allegany County, in Liber No. 173, folio 289, to which deed especial reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Three Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part his

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest As to both Walter E. Smith (Seal)
Morris Baron Frances Smith (Seal)
(Seal)
(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 7th day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Walter E. Smith and Frances Smith his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wyant C. Messman

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Morris Baron
Notary Public

Robert C. Carder et ux Filed and Recorded December 8th 1949 at 2:30 P.M.
The First National Bank of Mount Savage, Maryland

Mortgage
(Stamps \$.55)

This Mortgage.

Made this 6th day of December in the year Nineteen Hundred and forty-nine, by and between Robert C. Carder and Virginia L. Carder, his wife,

of Allegany County, in the State of Maryland parties of the first part, and The First National Bank of Mount Savage, Maryland, a national banking corporation,

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Six Hundred Dollars (\$600.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith payable, one year after date, to the order of the party of the second part together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

the following property, to-wit:

All the properties and all the coal rights lying and being in Allegany County, Maryland, and which are more particularly described in that certain deed from David W. Mason and Lovota E. Mason, his wife, to Robert C. Carder and Virginia L. Carder, his wife, dated October 4, 1941, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 191, folio 444.

EXCEPTING however all that one-twelfth interest in the coal underlying the Trimble Farm and being the same that was conveyed to William L. Sherman and wife by Robert C. Carder and wife by deed dated February 2, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 210, folio 104.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors or assigns, the aforesaid sum of Six Hundred Dollars (\$600.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland its successors or assigns,

~~Notary Public, and Notary Public, or~~ Matthew J. Mullaney its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and

assigns, the improvements on the hereby mortgaged land to the amount of at least Six Hundred Dollars (\$600.00)

~~Dollars~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~or~~ assigns, to the extent of its ~~its~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest	Robert C. Carder (Seal)
	per Virginia L. Carder (Seal)
	mark (Seal)
	(Seal)

Mary J. Reagan
Witness as to her mark:
H. L. Himmelwright

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 6th day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Robert C. Carder and Virginia L. Carder, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L. A. Fannon, Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary J. Reagan
Notary Public

Minnie R. Duckworth et al To The Citizens National Bank of Westernport, Maryland Filed and Recorded December 9th 1949 at 10:00 A.M. Mortgage (Stamps \$3.85)

This Mortgage, Made this twenty-eighth day of November

in the year Nineteen Hundred and forty-nine, by and between Minnie R. Duckworth widow; Harry T. Duckworth and Dorothy B. Duckworth husband and wife,

of Allegany County, in the State of Maryland part 199 of the first part, and The Citizens National Bank of Westernport, Maryland a corporation, organized under the national banking laws of the United States of America, of Westernport, Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the full and just sum of thirty five hundred dollars (\$3500.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part of even date herewith, payable on demand with interest to the order of the party of the second part, at The Citizens National Bank of Westernport, Maryland; and whereas, it was understood and agreed between the parties hereto that this mortgage should be issued.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

~~assigns~~ and assigns, the following property, to-wit: All that certain land known as The Duckworth Farm located in Allegany County, Maryland, and lying north of the County Road leading from Westernport, to McCoole, and being composed of the following lands, viz:

FIRST PARCEL- That certain parcel of land which was conveyed unto Minnie R. Duckworth by deed from Americus Duckworth et ux, dated October 21, 1905 and recorded among the land records of Allegany County, Maryland, in Liber No. 98 Folio 170. Excepting therefrom, those parts thereof which have been conveyed unto Alonza C. Lambert by deed of August 21, 1939 -- That part conveyed unto David L. Bever et ux by deed of June 20, 1946 -- That part conveyed unto Carl Hodyshell et ux by deed of August 1, 1947 -- That part conveyed unto Daniel Warren Koken et al by deed of March 18, 1942. -- That part conveyed unto Joseph L. Wilt et ux by deed of March 15, 1938.

Second Parcel- Also all that certain parcel of ground which is adjoining that set forth in parcel number one, and which extends along the North Side of the County Road, and which was conveyed unto Minnie R. Duckworth by deed from Alonza C. Lambert, dated August 21, 1939, and duly recorded among the land records of Allegany County, Maryland.

THIRD PARCEL- Also that parcel of land adjoining that set forth in parcel number one, containing 25 acres, more or less, which was conveyed unto Harry T. Duckworth by deed from Thomas A. Duckworth, et ux, dated August 8, 1946, and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of thirty five hundred dollars (\$3500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Computed and Mailed December 14th 1949
To Judge Westernport, Md.
RE 12 19 49

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors or

~~and assigns, or Horace P. Whitworth its~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least

thirty five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Richard H. Whitworth

Minnie R. Duckworth (Seal)

Harry T. Duckworth (Seal)

Dorothy B. Duckworth (Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twenty-eighth day of November

in the year nineteen hundred and forty nine, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Minnie R. Duckworth, Harry T. Duckworth, & Dorothy B. Duckworth,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and

at the same time before me also personally appeared Howard C. Dixon President of The Citizens National Bank of Westernport, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and correct as therein set forth, and that the president and the agent of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Richard H. Whitworth

Notary Public

Marie J. Drew

Chattel Mortgage

To

Filed and Recorded December 3rd 1949 at 8:30 A.M.

Family Finance Corporation

(Stamps \$.55)

THIS CHATTEL MORTGAGE, Made this 2nd day of December 1949

by Drew, Marie J.

Cumberland

of the City County of

Allegany

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION

a body corporate,

121 Baltimore St., Cumberland, Md.

hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Six-hundred Twelve & no/100 Dollars (\$ 612.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 907 Virginia Avenue Street

in said City of Cumberland-Allegany, in said State of Maryland, that is to say:
2 hall racks; 1 Airline Montgomery Ward Record player; 1 Philco floor radio; 1 Platform rocker chair; 1 blue Platform rocker chair; 1 table lamp; 1 coffee table maple; 1 maple library table; 2 smoker stand; 2 end tables; 1 platform chair wine; 1 large green chair; 1 General Electric toast master; 1 white china closet; 1 brussels rug; 1 china closet walnut; 1 kitchen sink; 4 chairs and table red and white; 1 Crosley Electric refrigerator; 1-4 burner gas stove oven; 1 Premier vacuum cleaner; 1 white utility cabinet; 1 white utility cabinet; 1 china closet white; 1 maple bed; 1 maple dresser; 1 maple dressing table and bench; 1 maple rocker chair; 1 maple chest drawers; 1 maple wardrobe; 1 maple night stand; 1 cedar chest; 1 arm chair; 1 brown chair and ottoman; 1 Flexible wardrobe

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
------	-------	------	------------	------------	----------------------

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Six-hundred Twelve & no/100 Dollars (\$ 612.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 18 successive monthly installments as follows: 18 installments of \$ 34.00 each; installments of \$ each; installments of \$ each; of each month beginning on the 2nd day of installments of \$ each; payable on the 2nd of January, 19 50 with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 55.08; and service charges, in advance, in the amount of \$ 9.15. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage, to keep it insured in some company acceptable to the mortgagee in the sum of Full Value Dollars (\$ ----), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Harold J. Robinson (SEAL)

H. C. Landis

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harold J. Robinson, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared H. C. Landis, cashier of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said H. C. Landis, in like manner, made oath that he is the Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

A. A. Helmick, Notary Public.

Nicholsons Incorporated

To

Catherine A. Sampsell

Bill of Sale.

Filed and Recorded December 9th 1949 at 9:00 A. M.

(Stamps \$7.15).

THIS BILL OF SALE, Made this 6th day of December, 1949, by and between Nicholsons Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and Catherine A. Sampsell, of Cumberland, Allegany County, Maryland, WITNESSETH:

That for and in consideration of the sum of Six Thousand Seven Hundred Twenty-Three dollars and eighty-seven cents (\$6,723.87), the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant, assign, transfer and assign and set over unto the party of the second part, her personal representatives and assigns, the following personal property:

BAR ROOM - 8 Chrome-Glass Top Tables, 31 chairs, 8 leather upholstered double booths, 6 chrome coat racks, 4 4-burner Fluorescent light fixtures, 15 bar stools, 1 front and back bar and equipment, 1 National cash register, 1 overhead gas heating unit, 1 lot empty beer cases, 1 electric clock, 1 3-compartment bar sink, 10 wooden top bar stools, 1 set of drapes, 10 ft. United bottle box, 10 ft. Viking bottle box,

RESTAURANT - 1 Three-Door Seeger electric refrigerator, 1 exhaust fan, 1 Pitco Frialator, 1 Garland gas range, 1 single drain sink, 1 steam table, 1 work table, 1 lot pots, pans and dishes, 1 double drainboard sink, 1 double coffee urn and stand, 1 ice crusher.

GARAGE - 1 1935 Ford Panel Truck, 2 Fire extinguishers.

EQUIPMENT - 1 Lot storm windows, 1 check protector, 1 RC Allen Adding machine, 3 desks, 1 safe, 2-4-burner Fluorescent light fixtures, 1 69.9 gal. hot water heater, 3 Screen doors, 1 gas heating stove, 1 National cash register, 1 electric fan, 3 beer coolers.

IT is the intention of the parties hereto that the present chattel mortgage from the party of the first part to the party of the second part, dated July 30, 1948, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber 214, Folio 555, shall be and remain a lien upon the above mentioned property and shall not be extinguished or in anywise affected by this bill of sale.

TO HAVE AND TO HOLD the same unto her own use absolutely.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed ^{hereto} by its Vice-President, and its corporate seal affixed duly attested by its secretary, the day and year first above written.

Attest: (Corporate Seal)

Robert M. Boden,
Secretary

NICHOLSONS INCORPORATED,

By Zadie N. Boden,
Vice-President.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Zadie N. Boden, vice-president of Nicholsons Incorporated, and made oath in due form of law that she is vice-president of said corporation and duly authorized to acknowledge this Bill of Sale on its behalf, and that she acknowledged said Bill of Sale to be the corporate act and deed of said corporation; at the same time personally appeared before me Catherine A. Sampsell, vendee in the foregoing Bill of Sale, and made oath in due form of law, that the consideration stated therein is true and bona fide.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth E. O'Donnell, Notary Public.

John M. Berry, et ux.

To

Delbert R. Kitzmiller, et ux.

Mortgage.

Filed and Recorded December 9th 1949 at 11:10 A. M.

(Stamps \$3.85)

THIS MORTGAGE, Made this 8th day of December, in the year Nineteen Hundred and Forty-Nine, by and between John M. Berry and Helen R. Berry, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part, and Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagees, in the full sum of Three Thousand Seven Hundred Dollars, (\$3,700.00), together with the interest thereon, at the rate of Six Per Centum (6%) per annum. The said Mortgagors do hereby covenant and agree to pay the interest quarterly on said principal indebtedness at the rate aforesaid for the first six months, then beginning on the seventh month, the said Mortgagors do hereby covenant and agree to make monthly payments on the principal indebtedness as herein stated or not less than forty-dollars (\$40.00) each month, and to pay in addition thereto, the interest each month at the rate above provided.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that lot, piece or parcel of ground in Roberts Place, Fourth Addition, near Cumberland, Allegany County, Maryland, known and designated as Lot No. 5, being more particularly described as follows:

Beginning for the same at a stake on the Northerly side of McMullen Boulevard at the end of the first line of Lot No. 6, and running thence by the following courses and distances as corrected in a survey made December 24, 1947, by C. R. Nuzum, civil engineer, in view of the fact that plats on record do not show correct distances for some of the lines: With the Northerly side of said McMullen Boulevard, South 21 degrees 55 minutes West 75 feet to a stake at the end of the division line between Lots 4 and 5; thence leaving said Boulevard with division line between Lots 4 and 5, North 64 degrees 50 minutes West (distance corrected) 178.65 feet to a stake on the southerly side of Orchard Street; thence with said side of Orchard Street, North 38 degrees East (distance corrected) 15.66 feet to a stake; thence North 51 degrees 40 minutes East 74 feet to a stake where said side of Orchard Street intersects the Southeasterly side of a twelve-foot driveway; thence leaving said Orchard Street and with the Southeasterly side of a twelve foot driveway, South 59 degrees 30 minutes East 69 feet to a stake, thence at right angles North 30 degrees 30 minutes East 6 feet to a stake; thence leav-

ing said driveway, South 59 degrees 30 minutes East 69 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by The Liberty Trust Company, et al., by deed dated March 24, 1948, and recorded in Liber 219, Folio 512, one of the Land Records of Allegany County.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Three Thousand Seven Hundred (\$3,700.00) Dollars, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of expenses incident to such sale, including taxes, and a commission of eight per cent to the person selling said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the mortgage debt to the date of the ratification of the mortgagor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the expiration of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Three Thousand Seven Hundred (\$3,700.00) dollars, and to cause the policy or policies issued thereon to be framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

John M. Berry (SEAL)

Helen R. Berry (SEAL)

March 29, 1950

I hereby assign the within and foregoing mortgage to George R. Hughes, Attorney at Law, for the purpose of foreclosure. Witness my hand and seal this 27th day of March, 1950.

John M. Berry
Helen R. Berry
Delbert R. Kitzmiller
Ollie M. Kitzmiller

John Beachy

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of December, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John M. Berry and Helen R. Berry, his wife, the within named mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And, at the same time, before me, also personally appeared Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth,

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Leonard Wampler

Chattel Mortgage.

To

Filed and Recorded December 10" 1949 at 8:30 A. M.

National Discount Corporation

Cumberland Branch

(Stamps 55¢).

THIS CHATTEL MORTGAGE, made this 6th day of December, 1949, by Leonard Wampler, Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation:

WHEREAS, the said Mortgagor is indebted unto the said Mort-

Interest

gagee in the full sum of Eight Hundred Eighty and 74/100 dollars,

Service Charge

\$83.75

which said sum the said Mortgagor has agreed to repay in Twenty-

Insurance

20.00

One consecutive Mo. installments of Forty-One and 94/100

Recording Fees

2.60

Dollars, and --- installment of --- Dollars, all of which is

To maker

Accy # 78649

774.39

evidenced by a promissory note of the said mortgagor written on

Total Loan

\$880.74

the collateral form of note of the said Mortgagee, and to secure

the payment of said sum, it was agreed that this mortgage be

executed.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1947	Chevrolet	2-Door Sedan	EAM 278876	14EKL-59962.

IN TESTIMONY WHEREOF, witness the hand and seal of the said mortgagor.

Witness: J. H. Snyder.

Leonard Wampler (SEAL)

Star Route, Frostburg, Md.

STATE OF MARYLAND, CUMBERLAND, To Wit:

Cumberland Branch.

I HEREBY CERTIFY, That on this 6" day of December, in the year one Thousand nine-hundred and Forty-Nine before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Leonard Wampler, the Mortgagor named in the foregoing mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named Mortgagee,

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Jennie Arnone, et vir.

Mortgage.

To

Filed and Recorded December 10" 1949 at 9:00 A. M.

Frostburg National Bank

(Stamps \$3.30)

THIS MORTGAGE, Made this 7th day of December, in the year Nineteen Hundred and Forty-Nine, by and between Jennie Arnone and Samuel Arnone, her husband, of Allegany County, in the State of Maryland, parties of the first part, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Three Thousand Three Hundred Fifty 00/100 (\$3,350.00) Dollars, payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923, of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being situated on what is known as "First Alley" in Frostburg, Allegany County, Maryland, and more particularly described as follows, to-wit:

FIRST PARCEL: BEGINNING for the same at a point distant North thirty-six and one-half degrees West seventy-one feet from the corner of a building standing on the North side of First Alley at the intersection of said Alley with the Westerly side of Water Street, and running thence with said side of First Alley North thirty-seven degrees thirty minutes West sixty-two feet and four inches, thence North fifty-four degrees fifteen minutes East thirty-six feet eight inches, thence North twenty-nine degrees thirty minutes West twenty feet and

ten inches, thence North sixty-one degrees East thirty-One Feet two inches, thence South thirty-seven degrees thirty minutes East to the line of all that lot or parcel of ground which was conveyed by Louis Arnone and wife to Joseph Passerelli and wife by deed dated April 9, 1925, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 150, Folio 186, and running thence with the line of said Passerelli property in a South-westerly direction to the place of beginning.

IT being the same property which was conveyed by W. Earle Cobey, Trustee, to Jennie Arnone by deed dated October 9, 1940, and recorded in Deeds Liber 188, Folio 157, among the Land Records of Allegany County, Maryland.

SECOND PARCEL: BEGINNING for the same at the end of one hundred eighty-two and one-half feet from the intersection of the Westerly side of Water Street with the Northerly side of First Alley and running thence from said point North sixty-five degrees East Eighty-One and five-tenths feet to a peg, thence North twenty-five degrees West forty-seven and six-tenths feet to a peg, thence South fifty-seven degrees twenty-five minutes West ninety and one-tenths feet to a peg on the North side of First Alley, thence with said side of said alley, South thirty-six and one-fourth degrees East forty-three and three-tenths feet to the place of beginning. Containing nine one hundredths of an acre, more or less.

IT being the same property which was conveyed by Emma Nasat Schaub, et vir, to Jennie Arnone, by deed dated June 25, 1949, and recorded in Deeds Liber 226, Folio 196, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Three Hundred Fifty Dollars (\$3,350.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said

sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least three thousand three hundred fifty dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

Witness as to both:
Ruth M. Todd

Mrs. Jennie Arnone (SEAL)
Samuel Arnone (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Jennie Arnone and Samuel Arnone, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, cashier of the Frostburg National Bank, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made oath that he is the cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd, Notary Public.

(Notarial Seal)

Mortgage.

William D. Moomau, et ux.

To

Filed and Recorded December 10th 1949 at 9:00 A. M.
(Stamps \$3.30)

Liberty Trust Company, Cumberland, Md.

THIS MORTGAGE, Made this 9th day of December, in the year nineteen hundred and Forty-Nine, by and between William D. Moomau and Evelyn Mary Moomau, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Alle-

Completed
Notary City
Dec 13 1949

gany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said William D. Moomau and Evelyn Mary Moomau, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand One Hundred Fifty (\$3,150.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William D. Moomau and Evelyn Mary Moomau, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All of the following described real estate situated in the Town of Westernport, Allegany County, Maryland, and particularly described as Lot No. 34 and Lot No. 35, as laid off on a Plat of Morrison's Third Addition to Westernport, the said lots being more particularly described as follows, to-wit:

Beginning at the intersection of the West side of Wood Street with the North side of a short thirty foot street known as Rock Street, and running thence along with the North side of Rock Street, North 87½ degrees West 135 feet to Walnut Street; thence with the East side of Walnut Street, North 2½ degrees East 100 feet to lot No. 36; thence with the division line between Lots Nos. 35 and 36; South 87½ degrees East 135 feet to the West side of Wood Street; thence with the West side of Wood Street, South 2½ degrees West 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors, by the following two deeds, namely, deed from Mary E. Shultice, et al., dated October 18, 1939, and recorded in Liber 185, Folio 333, and deed from Mary E. Shultice, et al., dated January 17, 1946, and recorded in Liber 209, Folio 535, of the Land Records of Allegany County, Maryland.

TOGETHER WITH THE BUILDINGS and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand One Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the

interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land to the amount of at least Three Thousand One Hundred Fifty (\$3,150.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

William D. Moomau (SEAL)
Evelyn Mary Moomau (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared William D. Moomau, and Evelyn Mary Moomau, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration

in said mortgage is true and bona fide, as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

#####

George W. Remer, et ux.

Mortgage.

To

Filed and Recorded December 10" 1949 at 9:00 A. M.

Liberty Trust Company,
Trustee for Georgie Daisy Estate.

(Stamps \$6.05)

THIS MORTGAGE, Made this 9th day of December, 1949, by and between George W. Remer and Vera R. Remer, his wife, of Allegany County, State of Maryland, of the first part and The Liberty Trust Company, a corporation duly incorporated under the laws of the State of Maryland, Trustee for Georgie Daisy Estate, of the second part, WITNESSETH:

WHEREAS, the said George W. Remer and Vera R. Remer, his wife, stand indebted unto the said The Liberty Trust Company, Trustee for Georgie Daisy Estate, in the just and full sum of Five Thousand Nine Hundred Fifty Dollars (\$5,950.00), as evidenced by their joint and several promissory note for said sum of money bearing even date with these presents and payable to the order of the said The Liberty Trust Company, Trustee for Georgie Daisy Estate, one year after date, with interest from date at the rate of four and one-half per cent (4-1/2%) per annum, payable quarterly as it accrues, at The Liberty Trust Company, on March 31, June 30, September 30 and December 31.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Liberty Trust Company, Trustee for Georgie Daisy Estate, its successors and assigns, the following property, to-wit:

All that piece, parcel or lot of ground situate, lying and being in Election District No. 29, in Allegany County, Maryland, and being known and designated as the easterly three-fourths of Lot No. 5 on an unrecorded plat of "Mountain View Addition, LaVale, Cumberland, Maryland," said lot being more particularly described as follows, to-wit:

BEGINNING for the said three-fourths of Lot No. 5 at a stake located at the northeast corner of Lot No. 5 at the intersection of the division line between Lots Nos. 4 and 5 with the National Highway (Route #40), which said point is 400 feet distant in a westerly direction from the intersection of Camp Ground Road with the National Highway; thence South 66 degrees 45 minutes West 75 feet to a stake; thence by a new division line across Lot No. 5 and parallel with the division line between Lots 4 and 5, South 23 degrees 15 minutes East approximately 187.63 feet to a stake located at the edge of Park Avenue; thence with Park Avenue;

North 66 degrees 25 minutes East 75 feet to the division line between said Lots Nos. 4 and 5 with the National Highway (Route #40), which said point is 400 feet distant in a westerly direction from the intersection of Camp Ground Road with the National Highway; thence South 66 degrees 45 minutes West 75 feet to a stake; thence by a new division line across Lot No. 5, and parallel with the division line between Lots 4 and 5, South 23 degrees 15 minutes East approximately 187.63 feet to a stake located at the edge of Park Avenue; thence with Park Avenue, North 66 degrees 25 minutes East 75 feet to the division line between said Lots Nos. 4 and 5; thence North 23 degrees 15 minutes West 187.22 feet to the place of beginning.

IT being the same property which was conveyed unto the said parties of the first part by George E. Baughman, et ux., by deed dated July 15, 1948, and recorded in Liber 221, Folio 429, of the Land Records of Allegany County, Maryland.

SUBJECT, HOWEVER, to the following covenants and restrictions which shall be covenants running with the land, binding upon and enforceable by the parties hereto, their heirs and assigns, said covenants and restrictions being made for the benefit of all of the land embraced within said "Mountain View Addition, LaVale, Cumberland, Maryland":

1. No dwelling, or place of business, or other structure shall be erected upon the said lot nearer than thirty-five (35) feet to the line of said lot adjacent to the National Highway.

2. No malt, spirituous, or fermented liquors shall be manufactured for sale, exposed for sale, or sold, or permitted to be manufactured for sale, exposed for sale, or sold within or upon the premises hereby conveyed.

3. In the event that the sewer shall need repairs or rebuilding, then and in that event the cost for such repairs or rebuilding shall be pro rated among all of the lots in the said sub-division and the owner of each shall pay his respective share thereof, and the said cost shall be a charge upon the said lands until paid.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, in fee simple, forever.

PROVIDED, That if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The Liberty Trust Company, Trustee for Georgie Daisy Estate, its successors or assigns, the aforesaid sum of Five Thousand Nine Hundred Fifty Dollars (\$5,950.00), together with the interest thereon, when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in Trust, and the said The Liberty Trust Company, Trustee for Georgie Daisy Estate, its successors and assigns,

or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee, including taxes, and a commission of eight per cent (8%) to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Five Thousand Nine Hundred Fifty Dollars (\$5,950.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extent to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Thomas L. Keech

George W. Remer (SEAL)

Vera R. Remer (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George W. Remer and Vera R. Remer, his wife, and acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, Trustee for Georgie Daisy Estate, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President of The Liberty Trust Company, Trustee for Georgie Daisy Estate, and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Dorothy M. Robertson, et vir.

Chattel Mortgage.

To

Filed and Recorded December 12" 1949 at 8:30 A. M.

Personal Finance Company of Cumberland, Md.

(Stamps 55¢).

Loan No. 1143 - Final Due Date: June 9, 1951. - Amount of Loan \$983.34.

Mortgagee: Personal Finance Company of Cumberland,
Room 200, Liberty Trust Co. Building, Cumberland, Md.

Mortgagors' Name and Address: Theodore R. & Dorothy M. Robertson, Box 50, Route #1,
Oldtown, Md.

Date of Mortgage: December 9, 1949.

The following have been deducted from said amount of loan:

	PB \$ 493.80
For interest at the rate of one-half (1/2%) per cent per month for the number of months contracted for	88.34
Service charges	20.00
Recording fees & Release	3.30
For ins. on Auto.	33.00
Receipt of	344.90
is hereby acknowledged by the mortgagor.	\$983.34
Total	

THIS CHATTEL MORTGAGE made between the mortgagor and the Mortgagee, WITNESSETH: That for and in consideration for a loan in the amount of loan stated above made by Mortgagee to Mortgagor which loan is repayable in 18 successive monthly instalments of \$54.63 /100 each, said instalments being payable on the 9th day of each month from the date hereof, mortgagor does hereby bargain and sell unto Mortgagee the personal property described below in a schedule marked "A" which is hereby made a part hereof by this reference.

TO HAVE AND TO HOLD, the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, That if mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns the said loan according to its terms as aforesaid and as evidenced by a certain promissory note of even date herewith, then these presents shall be void. The note evidencing said loan provides that the amount thereof or any part thereof may be paid in advance at any time, and also provides that if said note is not fully paid on the final due date thereof, the unpaid balance thereof shall bear interest at the rate of 6% per annum from said final due date until paid.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to

view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment or any part thereof, as provided in said note, then the entire unpaid balance shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to mortgagor and sell same for cash or on credit at public or private sale, with or without notice to mortgagor.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Edith M. Twigg Dorothy M. Robertson (SEAL)
WITNESS: Edith M. Twigg Theodore R. Robertson (SEAL)

SCHEDULE "A"

A certain motor vehicle, complete with all attachments and equipment, now located at the address of the mortgagors indicated above, to-wit: -----

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to wit:

Living Room - 3-pc. Living Room Suite, Mohair, blue & wine; 1 Radio, Philco & Stand, 1 table lamp.

Dining Room - 1 Kenmore Heater, 1 Singer Sew. Mach.

Kitchen - - 4 chairs, wh. & chrome, 1 stove, Home Comfort; 1 table Wh. & Chrome, 1 washing machine ABC, 1 K. Cabinet, 1 table lamp; 1 K. Cupboard, 1 Oil stove, 1 ice box.

Bed Rooms - - 1 bed, maple; 1 chiffonier, maple; 1 dresser, maple; 1 dressing table, maple & bench,

1 Fordson Tractor - 1 Horse.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 9th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Dorothy M. Robertson & Theodore R. Robertson, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Edith M. Twigg, Notary Public.

Harry P. Lennox, et ux.

Mortgage.

To
Frostburg National Bank.

Filed and Recorded December 12th 1949 at 9:15 A. M.

THIS PURCHASE MONEY MORTGAGE, Made this 9th day of December, in the year Nineteen Hundred and Forty-Nine, by and between Harry P. Lennox and Caroline V. Lennox, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of One Thousand Five Hundred 00/100 (\$1,500.00) Dollars, payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground lying and being in the Village of Mt. Savage, Allegany County, Maryland, and beginning for the same at a post which marks the Northeast corner of the lot formerly conveyed by the Union Mining Company to Albert M. Uhl, and which bears North 65 degrees East 94 feet from the corner of James Jose's property and running thence North 41-1/2 degrees East 75 feet; thence South 48-1/2 degrees East 85 feet; thence South 41 1/2 degrees West 92 feet; thence North 38-1/2 degrees West 87 feet to the place of beginning. Containing 1/6 of an acre, more or less.

IT being the same property which was conveyed by Ruth L. Barth to Harry P. Lennox, et ux, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred Dollars (\$1,500.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand five hundred (\$1,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: David R. Willetts

Harry P. Lennox (SEAL)

Witness: David R. Willetts

Caroline V. Lennox (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry P. Lennox and Caroline V. Lennox, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized

by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Shannon S. Twigg, et ux.

Chattel Mortgage.

To

Filed and Recorded December 13th 1949 at 10:50 A. M.

Commercial Savings Bank of Cumberland, Md.

THIS CHATTEL MORTGAGE, made this 12th day of December, 1949, by and between Shannon S. Twigg and Zona B. Twigg, his wife, of Allegany County, Maryland, hereinafter called the mortgagor, and The Commercial Savings Bank of Cumberland, Maryland, a corporation, hereinafter called the mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the said mortgagee in the full sum of Nine Hundred and no/100 dollars (\$900.00) payable in 18 successive monthly installments of \$50.00 each, beginning one month after the date hereof, as is evidenced by our promissory note of even date herewith.

Now therefore, in consideration of the premises and of the sum of One Dollar, the said mortgagors do hereby bargain and sell unto the mortgagee, its successors and assigns, the following property, to-wit:

One 1946 Plymouth, Special Deluxe four-door sedan, Motor No. P15-93054, Serial No. 11556660, equipped with radio and hot water heater.

Provided if the said mortgagors shall pay unto the said mortgagee the aforesaid sum of \$900.00 according to the terms of said promissory note and perform all the covenants herein agreed to be performed by said mortgagor, then this mortgage shall be void.

The mortgagors do covenant and agree, pending this mortgage as follows: That said motor vehicle be kept in a garage situated at 246 Humbird St., in Cumberland, Maryland, except when actually being used by said mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said automobile in good repair and condition; to pay all taxes, assessments and public liens legally levied on said automobile when legally demandable; to pay said mortgage debt as agreed; to have said automobile insured, and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee, to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof, in whole or in part, or in any covenant or condition of this mortgage, then the entire debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared entitled to and may take immediate possession of said property, and the said mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least

ten days' notice of the time, place and terms of sale in some newspaper published in said City, and the proceeds of such sale shall be applied first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, their personal representatives or assigns; and in case of a deficiency any unearned premiums on insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS the hands and seals of said mortgagors the day and year first aforesaid.

Attest: William C. Dudley

Shannon S. Twigg (SEAL)

Zona B. Twigg (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Shannon S. Twigg and Zona B. Twigg, his wife, and acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the cashier or agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William C. Dudley, Notary Public.

Chester M. Dawson

Chattel Mortgage.

To

Filed and Recorded December 14" 1949 at 8:30 A. M.

National Discount Corporation

(Cumberland Branch)

THIS CHATTEL MORTGAGE, Made this 8th day of December, 1949, by Chester M. Dawson, Mortgagor, and National Discount Corporation, Mortgagee.

Loan Computation:

WHEREAS, the said Mortgagor in indebted unto the said

Interest \$ 22.91
Service Charge 15.27
Insurance 36.13
Recording Fees 2.05
To Maker 50.00
Acct. #82113.15 255.40

Mortgagee in the full sum of Three Hundred Eighty One and 76/100

Dollars, which said sum the said Mortgagor has agreed to repay

in Eleven consecutive Mo. installments of Thirty-One and

81/100 Dollars, and one final installment of Thirty-One and

85/100 Dollars, all of which is evidenced by a promissory note

Total Loan \$381.76

of the said Mortgagor, written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1942	Plymouth	4-Door Sedan	P14-40036	11419124

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

Witness:

Chester M. Dawson (SEAL)

J. H. Snyder.

Rawlings, Md.

(Cumberland Branch)

STATE OF MARYLAND, CUMBERLAND, TO WIT:

I HEREBY CERTIFY, That on this 8th day of December in the year one thousand nine hundred and Forty-Nine, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Chester Dawson, the mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be my act. At the same time also appeared J. H. Snyder, agent of the National Discount Corporation, the within-named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buckholtz, Notary Public.

Mortgage

James C. Mongold et ux

To

Filed and Recorded December 14" 1949 at 2:50 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$1.10)

THIS MORTGAGE, Made this 14th day of December in the year nineteen hundred and forty-nine by and between James C. Mongold and Marion Vada Mongold, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part hereinafter sometimes called mortgagee.

Witnesseth:

whereas, the said James C. Mongold and Marion Vada Mongold, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Fifty (\$1,050.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) percentum per annum, payable quarterly as it accrues at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James C. Mongold and Marion Vada Mongold, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two lots or parcels of ground known and designated as Lots Nos. 121 and 122 in Section A, as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, Maryland. These two lots being each 40 feet in width and extending back an equal width for a depth of 150 feet and lying between and abutting on both Forest Avenue and Clinton Street in said Addition.

It being the same property which was conveyed unto James Mongold by Branson J. Nelson and

Compared and Mailed
To: Mr. C. Cook, Cashier
Dec 15, 1949

Compared and Mailed
To: Mr. C. Cook, Cashier
Dec 15, 1949

wife by deed dated March 5, 1942, and recorded in Liber 193, folio 139, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Fifty (\$1,050.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof, by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand fifty (\$1,050.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage

debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Celestine H. Rhind

James C. Mongold (Seal)

Marion Vada Mongold (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of December, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared James C. Mongold and Marion Vada Mongold, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have here to set my hand and affixed my notarial seal the day and year above written.

Celestine H. Rhind, Notary Public.

First National Bank of Romney, W. Va.

To Filed and Recorded December 9th 1949 at 2:05 P.M.

Harold R. Fletcher et ux

RELEASE OF DEED OF TRUST--CORPORATION

The First National Bank of Romney a corporation, hereby releases a deed of trust made by Harold R. Fletcher and Hazel F. Fletcher his wife, to William I. Powell, Trustee dated the 25th day of June, 1949, and recorded in the office of the Clerk of the County Court of Allegany County Maryland in Trust Liber No. JEB Folio 225 196.

IN WITNESS WHEREOF, the said The First National Bank of Romney has caused these presents to be signed and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, on this the 8th day of December, 1949.

By The First National Bank of Romney
Romney, West Virginia

W. M. Williams
President.

STATE OF West Virginia,

County of Hampshire, to-wit:

I, T. E. Powmell, a Notary Public in and for said County and State, do certify that W. M. Williams who signed the writing above (or hereto annexed bearing date the 8th day of December, 1949 for The First National Bank of Romney, a corporation, has this day in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.

Given under my hand this 8 day of Dec. 1949.

Certified and Mailed
 T. E. Powmell
 Dec 17 1949

My commission expires April 11, 1957.

(Notarial Seal Omitted)

T. E. Pownall, Notary Public.

#####

Richard M. Hansrote et ux

Chattel Mortgage

To Filed and Recorded December 15th 1949 at 8:30 A.M.

Aetna Finance Company

Loan No. Cum 2030 Borrowers: (Last Name) Hansrote, Richard M. & Lucille M.
Address: 214 Virginia Avenue City Cumberland County Allegany State Maryland

Mortgagee Aetna Finance Company 7 N. Liberty Street, Cumberland, Maryland

Date of This Loan	Actual Amount of This Loan	First Payment Due	Final Payment Due
11/29/49	\$300.00	12/20/49	7/20/51

Payable: Principal and interest is payable in 20 monthly payments of \$20.16 each except final payment shall be unpaid principal and interest.

Agreed rate of charge: --3% per month on the unpaid balance. (In the computation of interest a day shall be considered one thirtieth of a month.)

This chattel mortgage made on the date above stated, between the borrowers named above as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above.

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan with interest at the agreed rate as hereinbefore stated, the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note or any part thereof, plus accrued interest may at the option of the undersigned, be paid at any time, .

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

The Mortgagor acknowledges to have received from the Mortgagee in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the

loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 15 of Article 58A of the Uniform Small Loan Laws of Maryland.

Description of Mortgaged Property:

Make of Auto	Year	Body	Motor Number	Serial Number
1 Davenport	1	Elec. Wash. Mach.		
2 Lounging Chairs	1	Refrigerator		
1 Other Chair	1	Table		
1 Radio	1	Beds		
2 Lamps	1	Chiffonier		
1 Rocker	1	Pressers		
1 Rug	1	Lamps		
1 Stove				
1 Cabinet				
4 Chairs				

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

WITNESS Ray White

Lucille M. Hansrote (Seal)

WITNESS Lucille M. Hansrote

Richard M. Hansrote (Seal)

ACKNOWLEDGMENT

STATE OF MARYLAND CITY/COUNTY OF Allegany County, TO WIT:

I HEREBY CERTIFY that on this 29th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Hansrote, Richard M. & Lucille, M. his wife the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Ray White Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Eugenia A. Spano, Notary Public.

The value received, the Aetna Finance Company of Cumberland, Maryland, hereby releases, within the foregoing chattel mortgage, the signature of said company, by its Manager, attested by secretary, this 29th day of Nov 1949.

Audrey Chennick
Secretary

Aetna Finance Co.
F. J. Shea
Manager

#####

Chattel Mortgage

Louise I. Montgomery et vir

To Filed and Recorded December 15th 1949 at 8:30 A.M.

(Stamp \$4.55)

Personal Finance Company of Cumberland

Loan No. 1199 First Due Date June 13, 1951 Amount of Loan \$571.32

Mortgagee: Personal Finance Company of Cumberland Room 200, Liberty Trust Co. Building, Cumberland, Md.

Date of Mortgage December 13, 1949

Mortgagors Name and Address Arthur E. and Louise I. Montgomery 422 Forester Avenue Cumberland, Maryland

The following have been deducted from said amount of loan:

For interest at the rate of one-half (1/2) per cent per month for the number of months contracted	PB 244.61
for	51.32
Service charges	20.00
Recording fee	2.55
For Release Chattel	.75
Receipt of	252.09
is hereby acknowledged by the mortgagor. Total Loan	\$ 571.32

This chattel mortgage made between the mortgagor and the Mortgagee WITNESSETH: that for and in consideration for a loan in the amount of loan stated above made by Mortgagee to mortgagor

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Four Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George H. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Four Hundred (\$2,400.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective

parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Celestine H. Rhind.

William C. Barncord (Seal)

Elsie L. Barncord (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of December, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared William C. Barncord and Elsie L. Barncord his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Celestine H. Rhind, Notary Public.

Mortgage

William H. Walton

To Filed and Recorded December 16th 1949 at 8:30 A.M.

The First National Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 15 day of December, 1949, by and between William H. Walton of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Three hundred eighteen & no/100 Dollars (\$318.00) which is payable in 12 monthly installments of twenty six & 50/100 Dollars (\$26.50) payable on the 16th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer, and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1942 Chevrolet 2 Door Sedan Motor No. BA 84360 Serial No. 14BG 102297

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell

Compared and Mailed Baltimore
To: [Signature]
Dec 27 1949

dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which sale shall be made in manner following to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of full coverage Dollars (\$--), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

T. V. Fier

William H. Walton (Seal)

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of December 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Walton the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared T. V. Fier, of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said T. V. Fier in like manner made oath that he is the Asst. Cashier of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My commission expires May 7, 1951.

A. A. Helmick, Notary Public.

#####

John F. Parker et ux

Mortgage

To Filed and Recorded December 16th 1949 at 11:45 A.M.

Frostburg National Bank

(Stamps \$1.10)

THIS MORTGAGE, Made this 15th day of December in the year Nineteen Hundred and Forty-Nine by and between John F. Parker and Margaret H. Parker his wife, of Frostburg, Allegany County in the State of Maryland, parties of the first part, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, of Frostburg, Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of One Thousand --00/100 (\$1,000.00) Dollars payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenants to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property to wit:

ALL that lot, piece or parcel of land lying and being in Frostburg, Allegany County, Maryland and more particularly described as follows:

BEGINNING for the same at a stake standing on the west side of Linden Street, said stake being at the end of the first line of the first parcel of land described in deed dated ___ day of January, 1941, from Lucinda Gracie, and others, to James J. Parker, and recorded in Liber No. 226, folio 312, one of the Land Records of Allegany County, Maryland, it being also North nine degrees forty-two minutes East thirty-five and five-tenths feet from the most northeast corner of the dwelling house now located on the herein described property, and running thence South fifty-one degrees West one hundred and eighteen feet to a stake, thence South forty-six degrees four minutes East eighty-two and five-tenths feet to a stake standing on the third line of the second parcel of land as described in the aforementioned deed, and running thence with part of said third line South eighty-eight degrees East twenty-six feet to a stake, thence South six degrees East fourteen and five-tenths feet to a stake standing at the end of the second line of deed dated April 11, 1924, from Margaret Parker, and others, to Edith Crowe, and others, and recorded in Liber No. 146, folio 584, one of the Land Records of Allegany County aforesaid, and running thence with the second line of said deed reversed North fifty-one degrees East seventy-seven and five-tenths feet to a stake on the West side of Linden Street, thence with the West side of Linden Street North thirty-nine degrees West eighty-one and sixty-five hundredths feet to the beginning.

IT being the same property which was conveyed by James A. Parker to the parties of the first part herein by deed dated September 10, 1949, and recorded in Liber No. 226, folio 314, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators

or assigns, do and shall pay to the said party of the second part, its successors or assigns the aforesaid sum of One Thousand Dollars (\$1,000.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes, levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance to pay it over to the said parties of the first part, their heirs or assigns and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 15th day of December, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland in and for said County personally appeared John F. Parker and Margaret H. Parker his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made oath that he is the

John F. Parker (Seal)

Margaret Parker (Seal)

Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth M. Todd, Notary Public

#####

John Henry Rupp et ux

Mortgage

To Filed and Recorded December 16th 1949 at 11:45 A.M.

Equitable Savings and Loan Society of Frostburg, Maryland

(Stamps \$.55)

THIS MORTGAGE, Made this 12th day of December, 1949 by and between John Henry Rupp and Anna M. Rupp, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor" and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee".

WHEREAS, the Mortgagor being a member of said Society, has received therefrom a loan of Five Hundred and 00/100 Dollars (\$500.00) being the balance of the--for the property hereinafter described on his Three and Eleven-Thirteenths (3-11/13) Shares of its stock.

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per centum (6%) per annum in the manner following:

By the payment of---Five and 00/100 Dollars (\$5.00) on or before the day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description fire and extended coverage insurance premiums and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release confirm and assign unto the Mortgagee, its successors and assigns the following property to wit:

BEGINNING for the same at the end of fifteen feet on the second line of the tract of land called "The Hotel" and running thence with said second line North thirty-two degrees East ninety-five feet to a fence post, said fence post standing at the division line of the Martin lot and the Rupp lot, and further said post being one hundred and eighty nine feet from the Yates Alley between the Martin and Rupp lots, running South fifty-eight degrees West, thence with said division line/East five hundred and ninety feet to a peg standing on a fifteen-foot alleyway, and with it South fifty-six and one-half degrees West one hundred and nine and five-tenths feet to a fence post standing on the division line of a lot owned by Thomas Geary and running thence with said line North fifty-eight degrees West five hundred and twenty-seven feet to the place of beginning; containing about 1.07 acres in all.

Compared and Mailed Delivered
To Mr. Kreitzburg Md.
Dec. 17 19 49

IT being the same property which was conveyed by George E. Diehl to John Henry Rupp and Anna M. Rupp, his wife, by deed dated April 29, 1931, and recorded in Liber No. 165, folio 550 among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done then this Mortgage shall be void.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of -- Dollars (\$--) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property, or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund, may, at the option of the Mortgagee be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved, by and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amount payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee and at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

(d) That he specially warrants the property herein mortgaged and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants, or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, which said sale shall be made in the manner following to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns or to whomsoever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Harry J. Boettner

John Henry Rupp (Seal)

Anna M. Rupp (Seal)

STATE OF MARYLAND

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 12th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared John Henry Rupp and Anna M. Rupp his wife, the Mortgagor herein and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein, set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner, Notary Public.

Earl E. Ward et ux

To

Filed and Recorded December 16th 1949 at 2:15 P.M.

Mortgage

Frostburg National Bank

THIS PURCHASE MONEY MORTGAGE, Made this 12th day of December in the year Nineteen Hundred and Forty-nine by and between Earl E. Ward and Isabel C. Ward, his wife, of Allegany County in the State of Maryland, parties of the first part, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, of Allegany County in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Four Thousand Five Hundred 00/100 (\$4,500.00) Dollars, payable one year after date of these presents together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property to-wit:

ALL those lots, pieces, parcels of ground situated on what is known as Welsh Hill in Frostburg, Allegany County, Maryland, and more particularly described as follows, to wit:

FIRST PARCEL: ALL that piece or parcel of land lying and being in Allegany County, Maryland, being part of a tract of land called "Walnut Level" and beginning at a stone planted on the South cope of the road leading from Frostburg, Maryland, to Westernport, Maryland, it being a corner of that part of said tract of land sold by Curtin M. Graham et ux and Sarah Wright to Lewis Sonneburg and running thence with that land, West 638-1/2 feet to a stake standing by the side of a fence; thence with said fence, South 8 degrees East 198 feet to a stake; thence East 687 feet to the said road; and with said road North 85 degrees North 33 degrees West 134 feet to the beginning, containing .3 of an acre, more or less and being the same property conveyed to Marshall Lewis by Thomas I. James, Executor, by deed dated October, 14, 1927, and recorded in Liber 156, folio 515, among the Land Records of Allegany County, Maryland;

Excepting however, so much of said property as has been sold and conveyed by Marshall Lewis, et ux to James Neal by deed dated July 21, 1948, and recorded in Deeds Liber 221, folio 580, of said Land Records, said to be 69/100 of an acre, and also excepting so much of said property conveyed to John Neal by deed dated July 21, 1948, and recorded in Liber No. 221 folio 558, of said Land Records, said to contain 69/100 of an acre and also excepting the lot sold to Orville Crowe by deed dated August 22, 1947, and recorded in Deeds Liber 216, folio 634, of said Land Records reference to which is hereby made and also excepting the minerals underlying said ground as reserved in the deed to the said Marshall Lewis.

SECOND PARCEL: BEGINNING for the same at the intersection of the West side of the aforesaid Welsh Hill Road with the North side Pugh's Lane, said point being at the end of the third line of the whole of which the lot herein intended to be conveyed is a part, and running thence with the North side of the aforesaid Welsh Hill Road, and part of the fourth line of the whole lot, North 80 feet to a stake; thence South 71 degrees West 70 feet to a stake; thence South 12 degrees West 59 feet to a stake on the North side of the aforesaid lane, it being also the third line of the whole lot at a point 78.35 feet from the end thereof; thence with said third line and the North side of said lane East 78.35 feet to the beginning.

IT being the same property which was conveyed by Tony Zumpano, et ux to Earl E. Ward et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand Five Hundred (\$4,500.00) Dollars, together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon or any future advances in whole or in part or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist its, his her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much as may be necessary and to

Compared and Mailed December 16th 1949
 To Mr. Drilling, Inc.

grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns,; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Five Hundred (\$4,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

Earl E. Ward (Seal)

Isabel C. Ward (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 12th day of December, in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Earl E. Ward and Isabel C. Ward, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg, further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Perry A. Ritchie et ux

Mortgage

To Filed and Recorded December 16th 1949 at 2:45 P.M.

The Liberty Trust Company, Cumberland, Maryland.

(Stamps \$2.20)

THIS MORTGAGE, Made this 16th day of December, in the year nineteen hundred and forty-nine by and between Perry A. Ritchie and Catherine I. Ritchie his wife, of Allegany County, Maryland,

of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth: Whereas, the said Perry A. Ritchie and Catherine I. Ritchie his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand One Hundred Fifty (\$2,150.00) Dollars, payable to the order of the said The Liberty Trust Company one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1949.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Perry A. Ritchie and Catherine I. Ritchie his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being situated in Election District No. 16 in Allegany County Maryland, and located on the northerly side of the Uhl Highway a short distance West of the subway which runs under the Western Maryland Railroad tracks which property is more particularly described as follows, to-wit:

Beginning for the same on the northerly side of the Uhl Highway at a point where the division line between the properties of Earl Irons and Perry A. Ritchie et ux intersects the same and running thence with said side of said Uhl Highway, South 66 degrees 07 minutes East 118 feet to the State of Maryland right of way, thence with said State of Maryland right of way, North 88 degrees 50 minutes East 150 feet, South 50 degrees 45 minutes East 100 feet, South 72 degrees 20 minutes East 182 feet to the southerly limits of the right of way of the Western Maryland Railroad, thence with said side of said right of way limits, North 61 degrees 55 minutes West 89 feet, North 62 degrees West 413 feet to the aforementioned division line between the Earl Irons property and the Perry A. Ritchie et ux property thence with said division line, South 37 degrees 30 minutes West 95 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Donald O. Middleton, bachelor, et al, by deed dated June 30, 1929, and recorded in Liber 160, folio 664, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said abovescribed property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand One Hundred Fifty Dollars together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made and no longer the mortgagor may retain possession of the mortgaged property upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to

Compared and Mailed
To Mr. C. L. 22 1949

secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand One Hundred Fifty (\$2,150.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: Celestine H. Rhind

Perry A. Ritchie (Seal)

Catherine I. Ritchie (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I hereby certify that on this 16th day of December in the year nineteen hundred and forty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Perry A. Ritchie and Catherine I. Ritchie his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner make oath that he is the President and agent or attorney for said corporation and duly

authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Cumberland, Maryland, July 19, 1950
(Notarial Seal) Celestine H. Rhind Notary Public.
For Value Received, The Liberty Trust Company, Cumberland, Maryland,
hereby releases the within and foregoing mortgage. Witness the signatures
of Chas. A. Piper, President of said corporation, duly attested by the Asst.
Secretary, who have caused the corporate seal to be hereunto affixed.
Attest: R. W. Haft
Asst. Secretary
(Corporate Seal) The Liberty Trust Company
By Chas. A. Piper
President.

Carl Spitznas

Chattel Mortgage

To Filed and Recorded December 17, 1949 at 8:30 A.M.

Universal C.I.T. Credit Corporation.

CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, residing at the place designated below, hereinafter termed "Mortgagor" (including all of the undersigned, if more than one) for and in consideration of the sum stated below lent to him by Universal C.I.T. Credit Company, whose office is located in the city where said loan is payable, hereinafter termed "Mortgagee", receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey to Mortgagee, its successors and assigns, the chattels, as described and which will be kept at the Mortgagor's residence or other place indicated below.

Loan Data Loan Number: 1110 Loan Made & Mortgage Executed on: December 10, 1949
Amount of Loan: \$516.00 Payable at Mortgagee's office in Cumberland, Maryland in: 12 successive
monthly instalments of \$43.00 each, beginning (Month, Day and Year) January 21, 1950., and a final
instalment on: December 21, 1950, which shall be for the balance then due.
Mortgagor's Residence: Number and Street: 226 Mechanic St., City, Zone County and State:
Frostburg, Allegany, Md., Number and Street: -City, County and State: (Location of Chattels if
other than residence.

Motor Vehicle: Year, Make and Model; 1948 Plymouth 4-Dr. SED. Motor Number: 825680
Serial Number: 11991472 Other Chattels:

TO HAVE AND TO HOLD said chattels unto said Mortgagee forever, irrespective of any re-taking from and redelivery to Mortgagor (which term shall include Mortgagor's heirs, legal representatives, successors and assigns) or the taking of any notes or granting of any renewals or extensions to Mortgagor. Mortgagor represents that he owns and lawfully possessed of the chattels; that the same are free from all encumbrances and that Mortgagor will warrant and defend the same to Mortgagee against the claims and demands of all persons; that the chattels shall at all times be at Mortgagor's risk and that loss, injury or destruction of the chattels shall not release Mortgagor's obligations hereunder.

PROVIDED, NEVERTHELESS that if Mortgagor shall well and truly pay the amount above stated, which Mortgagor agrees to pay in the manner hereinabove set forth, this mortgage shall be void, otherwise to remain in full force and effect.

Mortgagor agrees to pay promptly when due all taxes and assessments upon said chattels and/or for their use or operation and/or on this mortgage and to satisfy all liens that maybe impressed against the same; Mortgagee is authorized to pay any of the aforesaid out of the proceeds of the loan for which this mortgage is security. Mortgagor agrees that all equipment, accessories and parts added to the chattels shall at once be so designated. Mortgagee may correct patent errors herein; time is of the essence; any notices to Mortgagor shall be sufficiently given if mailed to Mortgagor's address above stated.

Included in the amount of the loan secured by this mortgage is interest computed at the

Received and Mailed Delivered by
To Mr. S. S. Smith, Jr. 12/17/49

rate of 6% per annum and a service charge as follows: if the loan does not exceed Five Hundred Dollars, 4% thereof or \$4 whichever is greater; if over Five Hundred Dollars, 2% thereof or \$20 whichever is greater.

Mortgagor may retain possession of the chattels and at Mortgagor's own expense keep and use said chattels until Mortgagor makes any default hereunder in the payment of any instalment due hereunder; or any extension thereof. Mortgagee is authorized to purchase fire, theft, or comprehensive and collision insurance in such form and in the amount of the reasonable value of the chattels as Mortgagee may require relating to their respective interests, and to execute applications for such insurance when required; Mortgagor agrees to pay the premiums therefor and authorizes Mortgagee, at its election, to pay said premiums out of the proceeds of said loan. In case of default in the payment of any instalment when due, or any extension thereof, or if Mortgagor shall sell, assign, encumber or misuse the chattels or attempt so to do, or if Mortgagor shall remove or attempt to remove the chattels from the state in which Mortgagor now resides, or if the chattels be used in violation of any statute or ordinance, or whenever Mortgagee shall deem the debt or chattel insecure, or if Mortgagor shall fail to perform any of the other terms or provisions herein contained, the entire balance of the indebtedness secured by this mortgage shall become due and payable forthwith, and Mortgagor will deliver the chattels to Mortgagee, and Mortgagee may take immediate possession thereof and, as custodian, of anything found therein, and, with or without legal process, may enter any premises where the chattels may be to take possession thereof, and may sell and dispose of the chattels at private or public sale, with or without notice, at which sale Mortgagee may purchase. Out of the moneys arising from such sale Mortgagee shall be paid the balance then owing hereunder; any surplus shall be paid to Mortgagor who agrees to pay any deficiency forthwith.

Acceptance of any payments after maturity, or waiver or condonation of any breach or default, shall not be a waiver of any other or subsequent breach or default. No representations promises or statements have been made by Mortgagee unless contained herein in writing. Mortgagor waives all exemptions and homestead laws. This mortgage shall be construed under the laws of Maryland, and if any part hereof is invalid thereunder, it shall be deemed deleted, but shall not invalidate this mortgage.

IN WITNESS WHEREOF, said Mortgagor has set his (their) hand (s) and seal(s) the day and year hereinabove set forth.

Carl Spitznas (L.S.)

STATE OF MARYLAND, COUNTY OF --- to wit:

I hereby certify that on this 10th day of December 1949 before me the subscriber, notary public, personally appeared Carl Spitznas and--(his wife) and each acknowledged the foregoing chattel mortgage to be their respective act.

(Notarial Seal)

Alma J. Dick, Notary Public

My Commission Expires May 2nd, 1950.

Phillip L. Miller et ux

Mortgage

To Filed and Recorded December 17th 1949 at 12:00 Noon

Irving Millenson

THIS PURCHASE MONEY MORTGAGE, Made this 17th day of December, in the year Nineteen Hundred and Forty-nine by and between Phillip L. Miller and Mildred R. Miller, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$925.00 this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6% per annum in monthly installments of \$25.00 each; said payments include both principal and interest which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland 1945, or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground known and distinguished as Lot No. 398 on the plat of Walsh's Addition to South Cumberland, Allegany County, Maryland, Part 2, and particularly described as follows:

BEGINNING at the end of the first line of Lot No. 397, and running thence with the west side of Lexington Avenue, North 28-1/4 degrees East 31 feet to Lot No. 399 thence with a line of said last mentioned lot and at right angles to said Avenue, North 61-3/4 degrees West 120 feet to the East side of an alley 16 feet in width, thence with said side of said alley and parallel with said Avenue, South 28-1/4 degrees West 31 feet to the end of the second line of said Lot No. 397, thence with said second line of said last mentioned lot, South 61-3/4 degrees East 120 feet to the place of beginning.

IT being the same property which was conveyed by Alma E. Zembower, et al to F. L. Miller et ux by deed dated July 5, 1949, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Nine Hundred Twenty Five Dollars (\$925.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the

Compared and Mailed Delivered
To Judge 1061 Liberty St. Bk 28 19 49

first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators, and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, their improvements on the hereby mortgaged land to the amount of at least Nine Hundred Twenty Five (\$925.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS; the hands and seals of said mortgagors.

Witness: Wm. R. Carscaden

Phillip L. Miller (Seal)

Mildred R. Miller (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of December, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Phillip L. Miller and Mildred R. Miller, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth E. O'Donnell,

Notary Public.

Clement J. Festerman et ux

Chattel Mortgage

To Filed and Recorded December 19th 1949 at 8:30 A.M.

Frostburg National Bank

THIS CHATTEL MORTGAGE, Made this 16th day of December, 1949 by and between Clement J. Festerman and Alice Festerman, his wife, Frostburg, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Five Hundred Thirty-Three and 71/100 Dollars (\$533.71) which is payable with interest at the rate of six per cent (6%) per annum in 12 monthly installments of Forty-Four and 50/100 Dollars (\$44.50) payable on the 16th day of each and every calendar month said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Frostburg, Allegany County, Maryland:

1947 Pontiac Sedan Coupe Motor Number P8MB1523

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell or dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all

Compared and Mailed
To Wm. R. Carscaden
Dec 29, 1949

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$ none and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone Edward C. Paugh (SEAL)
WITNESS (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:
I HEREBY CERTIFY that on this 2nd day of December, 1949, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Edward C. Paugh the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Geneva Stone

Notary Public

(NOTARIAL SEAL)

*Insert the word "including" or the word "with" as the circumstances may require.

Elmer W. Riggleman et ux Filed and Recorded December 9th 1949 at 10:00 A.M. Mortgage
The Citizens National Bank of Westernport, Maryland

This Mortgage, Made this Sixth day of December, 1949, purchase money, in the year Nineteen Hundred and forty-nine, by and between Elmer W. Riggleman and Madeline E. Riggleman, husband and wife,

of Allegany County, in the State of Maryland, part 1st of the first part, and The Citizens National Bank of Westernport, Maryland a corporation organized under the national banking laws of The United States of America of Westernport, Allegany County, in the State of Maryland, part 2nd of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the full and just sum of twelve hundred dollars for money lent, which loan is evidenced by their promissory note of even date herewith, payable on demand, with interest to the order of the said party of the second part, at The Citizens National Bank of Westernport, Maryland, And whereas, it was understood and agreed between the parties hereto, prior to the lending of said money and the giving of said note that this mortgage (Purchase Money) should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

~~next~~ and assigns, the following property, to-wit:
First- That certain parcel of land containing 53.28 acres, in Allegany County, Maryland near the town of Barton, and which was conveyed unto the said parties of the first part by deed from Morgan C. Harris, Trustee, dated June 1, 1942 and of record in Liber No. 193 folio 457 of the land records of Allegany County, Maryland.

Second- That certain parcel of land containing 38 acres, located in Allegany County, Maryland, between Barton and Westernport, and which was conveyed unto the parties of the first part by deed from Robert H. Maybury and R. Heber Poland, dated December First, 1949, and which deed is to be recorded among the land records of Allegany County, Maryland, at the same time as the recording of this mortgage. To both of said deed, so recorded a reference is hereby made for a definite and particular description of the properties hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, administrator or assigns, the aforesaid sum of twelve hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and sealed & returned
To Judge W. H. Thompson
Dec 15 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

and assigns, or Horace P. Whitworth, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the

first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

twelve hundred

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest

Naoma Flanagan

Elmer W. Riggleman (Seal)

Madeline E. Riggleman (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Sixth day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Elmer W. Riggleman and Madeline E. Riggleman husband and wife

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, agent and president of The Citizens National Bank of Westernport, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the agent and the president of said bank duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan

Notary Public

Elmer W. Riggleman et ux Filed and Recorded December 9th 1949 at 10:00 A.M. Mortgage
Robert H. Maybury et al

This Mortgage, Made this sixth day of December
SECOND PURCHASE MONEY in the year Nineteen Hundred and forty nine, by and between
Elmer W. Riggleman and Madeline E. Riggleman, husband and wife,

of Allegany County, in the State of Maryland
parties of the first part, and Robert H. Maybury and H. Heber Poland, of Westernport, Allegany County, Maryland.

parties of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said parties of the second part, in the full and just sum of six hundred dollars (\$600.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part herein, of even date herewith, payable on demand with interest to the order of the said parties of the second part, at The Citizens National Bank of Westernport, Maryland; And Whereas, it was understood and agreed between the parties hereto, prior to the lending of said money and the giving of said note, that this mortgage should be executed to secure the same as a second mortgage subject to the mortgage of even date herewith given by the parties of the first part to The Citizens National Bank of Westernport, Maryland, for the sum of twelve hundred dollars and interest.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs

and assigns, the following property, to-wit:

First- That certain parcel of land containing 53.28 acres, in Allegany County, Maryland, near the town of Barton, which was conveyed unto the parties of the first part by deed from Morgan C. Harris, Trustee, dated June 1, 1942 and of record among the land records of Allegany County, Maryland in Liber No. 193 Folio 457 of the land records of Allegany County, Maryland.

Second- That certain parcel of land between Barton and Westernport, in Allegany County, Maryland, containing 38 acres located as aforesaid and which was conveyed unto the parties of the first part hereby by the parties of the second part by deed dated December 1, 1949, 1949 the first part hereby by the parties of the second part by deed dated December 1, 1949, 1949 and which deed is to be recorded among the land records of Allegany County, at the same time as the recording of this mortgage. To both of said deeds so recorded a reference is hereby made for a particular description of the properties hereby mortgaged.

And it is agreed and covenanted between the parties that the lien hereby created for \$600.00 shall be subject to and a lien second in every respect to that certain mortgage lien for \$1200.00 this day given by the parties of the first part to The Citizens National Bank of Westernport, Maryland, and which mortgage as a purchase money mortgage is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this second mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of six hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To: Elmer W. Riggleman
Dec 15 1949

And it is Agreed that until default be made in the premises, the said parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, their heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their personal representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least

Six hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, their heirs or assigns, to the extent of their their lion or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor's.

Attest

Naoma Flanagan

Elmer W. Riggleman (Seal)

Madaline E. Riggleman (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Sixth day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer W. Riggleman and Madeline E. Riggleman, husband and wife

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Robert H. Maybury and R. Heber Poland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan

Notary Public

Spurgeon C. Deaner et ux

William L. Reinhart

Filed and Recorded December 9th 1949 at 12:50 P.M.

Mortgage

(Stamps \$2.75)

This Mortgage, Made this 7th day of December

in the year Nineteen Hundred and forty nine, by and between

Spurgeon C. Deaner and Ruth E. Deaner, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and William L. Reinhart

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said party of the second part has this day loaned to the said parties of the first part the full sum of Two thousand five hundred (\$2500.00) Dollars, which said sum the said parties of the first part agree to repay within three years from the date hereof, together with interest at the rate of Five percent (5%) per annum, accounting from the date hereof payable quarterly. The said parties of the first part shall have the privilege of paying all or any part of said principal sum at any interest bearing period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground located on the East side of South Front Street (formerly Queen City Pavement) and on the North side of Union Street in Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point on the North side of Union Street at the end of the first line of the piece of land condemned for the use of the Baltimore and Ohio Railroad Company from the land of Joseph Dilley, and running thence North 74 degrees 30 minutes East 55 feet to a point at the back of a concrete wall; thence with said wall North 15 degrees 36 minutes West 41.5 feet to a point in the line of the Northwest wall of the brick building on the lot now described; thence with the line of said Northwest wall, South 74 degrees 30 minutes West 54.85 feet to the line of the condemnation aforesaid; thence with said line South 14 degrees 18 minutes East 41.5 feet to the point of beginning.

Being the same property that was conveyed to the said parties of the first part by Blanche Rodenhauser, widow, Anna E. Rodenhauser, unmarried, by deed dated the 25th day of July, 1946, and to be recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Two thousand five hundred (\$2,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To: N. G. Reinhart
Dec 15 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Harold E. Naughton, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Two thousand five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor's.

Attest Elizabeth Philson	Spurgeon C. Deaner	(Seal)
Elizabeth Philson	Ruth E. Deaner	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this 7th day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Spurgeon C. Deaner and Ruth E. Deaner, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared William L. Reinhart

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Elizabeth Philson
Notary Public

#####

Theodore/Stamper et ux Filed and Recorded December 12th 1949 at 10:20 A.M.
Edward J. Ryan

Mortgage

This Mortgage. Made this 10th day of December in the year Nineteen Hundred and Forty Nine, by and between Theodore Stamper and Garnell Stamper, his wife,

of Allegany County, in the State of Maryland parties of the first part, and Edward J. Ryan

of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Seven Hundred Dollars which said sum the parties of the first part promise to pay to the order of the party of the second part in equal consecutive monthly installments of not less than Twenty Three Dollars and fifty cents, the same to apply on the principal and interest of said indebtedness, and to be payable until the full amount of Seven Hundred Dollars and interest has been paid and satisfied, the sum hereby secured being in part purchase money of the hereinafter described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being on Park Avenue in Frostburg, Maryland, and being a part of Lot No. Seven (7) of Wittig's First Addition to the town of Frostburg, and being the same property conveyed to the parties of the first part by Katie B. Jackson, widow and the Equitable Savings and Loan Society, by deed of even date herewith and intended to be recorded among the land records of Allegany County simultaneously with this mortgage, reference to which deed is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said executor, administrator or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors:

Attest --- Theodore R. Stamper (Seal)
Garnell Stamper (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 10th day of December

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Theodore R. Stamper and Garnell Stamper, his wife,

and did each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Edward J. Ryan

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) William A. Wilson
Notary Public

Nevin H. Bridges et ux
The First National Bank of Mount Savage, Maryland

This Mortgage, Made this 9th day of December
PURCHASE MONEY in the year Nineteen Hundred and forty-nine
Nevin H. Bridges and Wanda C. Bridges his wife

of Allegany County, in the State of Maryland
parties of the first part, and The First National Bank of Mount Savage, Maryland,
a national banking corporation,
of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto The First National Bank of Mount Savage, Maryland, in the full and just sum of Nine Hundred Dollars (\$900.00) as evidenced by their joint and several promissory for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

the following property, to-wit:

All that piece or parcel of ground situated, lying and being in Allegany County, Maryland, and located on a road leading from the road to Sunnyside about one and one-half mile East of Mount Savage, and more particularly described as follows, to wit:
BEGINNING for the same at a stake standing North 28 degrees and 45 minutes West 32 5/10 feet from the Northwest corner of the dwelling that stands on this parcel of ground, said stake also stands on the South side of a roadway, and running thence (Magnetic Bearings as of December 1947 and with Horizontal Measurements) South 13 degrees and 49 minutes East 250 5/10 feet to a stake standing 33 feet from the center line of the Western Maryland Railroad (formerly the Cumberland and Pennsylvania Railroad) thence parallel to and 33 feet from the said center line of the Western Maryland Railroad, this being the North edge of the said Railroad's right of way, North 64 degrees and 17 minutes East 130 feet to an iron stake standing on the division line between the Henry Mullaney and Rhoda Lashley Properties, and thence with said division line North 4 degrees 35 minutes East 235 4/10 feet to a stake standing on the South side of the aforementioned roadway, and with the said South side of the roadway, South 74 degrees and 50 minutes West 200 feet to the beginning, containing 85/100 acres.

IT BEING the same property conveyed by Walter G. Geary and Loretta Geary, his wife, to Nevin H. Bridges and Wanda C. Bridges, his wife, by deed dated the 28 day of November, 1949, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and the mortgage being given to secure a part of the purchase price for the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors or assigns, the aforesaid sum of Nine Hundred Dollars (\$900.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Verified
To Wm. A. Wilson
Notary Public
Dec 11 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Mount Savage, Maryland, its successors and assigns, ~~xxxxxx~~ or Matthew J. Mullaney its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Nine Hundred and no/100

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors ~~xxxx~~ or assigns, to the extent of its ~~xxxx~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Mary T. Reagan

Nevin H. Bridges

(Seal)

Waneda C. Bridges

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 9th day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Nevin H. Bridges and Waneda C. Bridges, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A. Fannon, Cashier of The First National Bank of Mount Savage, Maryland,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary T. Reagan

Notary Public

William Donald Sweeney et ux To Filed and Recorded December 13th 1949 at 10:30 A.M. Mortgage
The First National Bank of Mount Savage, Maryland

This Mortgage, Made this 9th day of December

in the year Nineteen Hundred and forty-nine, by and between

William Donald Sweeney and Colleen Zita Sweeney, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The First National Bank of Mount Savage, Maryland a national banking corporation

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said The First National Bank of Mount Savage, Maryland, in the full and just sum of Six Hundred and Fifty Dollars (\$650.00) as evidenced by their joint and several promissory note for said amount of money and of even date and tenor herewith, payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns

~~xxxxxx~~, the following property, to-wit:

All the following described piece or parcel of ground lying and being in Allegany County Maryland and situated near the Village of Morantown, and described as follows, to-wit: BEGINNING for the same at a point North 33 degrees 30 minutes West 123.65 feet from the north-west corner of the Johnson Lot, thence North 23 degrees 50 minutes West 127 feet, thence North 57 degrees East 127 feet to a stake, thence South 23 degrees 30 minutes East 127.9 feet to a stake, thence South 57 degrees 14 minutes West 127 feet to the place of beginning, containing 37/100 acres, more or less.

IT BEING the same property conveyed to William Donald Sweeney and Colleen Zita Sweeney, his wife, by William Sweeney Jr. and Eliza Sweeney, his wife, by deed dated the 9th day of December, 1949 and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Mount Savage, Maryland, its successors ~~xxxxxx~~ or assigns, the aforesaid sum of Six Hundred Fifty Dollars (\$650.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To: *Mary T. Reagan*
Dec. 13 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~hereby~~ ~~constituted~~ ~~attorney~~ ~~or~~ ~~agent~~, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, ~~or~~ their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Hundred and Fifty Dollars (\$650.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~or~~ assigns, to the extent of its ~~or~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest
Mary T. Reagan
William Donald Sweeney (Seal)
Colleen Zita Sweeney (Seal)
(Seal)
(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 9th day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William Donald Sweeney and Colleen Zita Sweeney, his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared L.A. Fannon, Cashier of The First National Bank of Mount Savage, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit. (Notarial Seal)

Mary T. Reagan
Notary Public

Edgar H. Kolberg Filed and Recorded December 13th 1949 at 10:40 A.M. Mortgage
Lewis E. Harris et ux

This Mortgage, Made this Eighth day of December
PURCHASE MONEY
in the year Nineteen Hundred and Forty Nine, by and between
Edgar H. Kolberg and Mary Margaret Kolberg, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Lewis E. Harris and Mary A. Harris, his wife,
of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the sum of Twenty Nine Hundred Sixty Six Dollars (\$2,966.00) as evidenced by the Promissory note of the said parties of the first part herein of even date herewith, payable in the amount of Twenty Nine Hundred Sixty Six Dollars (\$2,966.00) on Demand, unto the order of the said parties of the second part, with interest at the rate of Six Percent (6%) per Annum, and
Whereas, it is agreed by the said parties of the first part that they execute this mortgage for the purpose of securing the aforesaid note, and they further agree to pay in the reduction thereof, at least the sum of Forty Dollars (\$40.00) including the interest each month and
Whereas, the aforesaid sum is borrowed for the purpose of purchasing the hereinafter described real estate and therefore this is a Purchase Money Mortgage

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All of the following described real estate situated in the Town of Westernport, in Allegany County, Maryland, as all of that land as laid out on the plat of the Westernport Real Estate and Improvement Company of Westernport, Maryland, improved by House No. 423, beginning for the same at the North East corner of the intersection of Maryland Avenue and Third Street in said Town; thence running along the North-East side of Maryland, North forty three degrees and forty minutes West twenty four feet nine inches to a point; thence leaving Maryland Avenue and running along the dividing line and partition of House No. 423 and House No. 421, North forty six degrees twenty minutes East eighty four feet to a point on the West side of a twelve foot alley; thence running South forty three degrees forty minutes East twenty four feet nine inches to the North west side of Third Street; thence running along the North West side of Third Street South forty six degrees twenty minutes West eighty four feet to the point of beginning. Being part of the same property as conveyed unto the West Virginia Pulp and Paper Company by the Westernport Real Estate and Improvement Company, a Corporation, by deed dated November 8, 1918 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 125, Folio 493. And being also the same property as conveyed unto the said parties of the first part herein by the said West Virginia Pulp and Paper Company, a Corporation, by deed dated December 2, 1949 which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the first part, their executor, administrator or assigns, the aforesaid sum of Twenty Nine Hundred Sixty Six Dollars (\$2,966.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Vouched
T. Edgar H. Kolberg, Notary Public
Dec 27 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Nine Hundred and Sixty Six & 00/100

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Horace P. Whitworth

Edgar H. Kolberg (Seal)

Mary Margaret Kolberg (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Eighth day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Edgar H. Kolberg and Mary Margaret Kolberg, his wife,

and they acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Lewis E. Harris and Mary A. Harris, his wife the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan

Notary Public

Pearl J. Metz

Filed and recorded December 14th 1949 at 3:10 P.M.

Cumberland Savings Bank of Cumberland, Maryland

Mortgage

This Mortgage, Made this 14th day of December

in the year Nineteen Hundred and Forty-nine

, by and between

Pearl J. Metz (Widow)

of Allegany County, in the State of Maryland

part y of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the laws of the State of Maryland

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said Pearl J. Metz (widow) stands indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Two Hundred Fifty Dollars (\$250.00, payable one year after date with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said party--of the first part shall make payments on said indebtedness in the sum of ten dollars (\$10.00) per month plus interest, at the rate of six per cent per annum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Pearl J. Metz (Widow)

does give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its Successors

and assigns, the following property, to-wit: All that piece or parcel of land known and designated as a part of Lot No. 9 Section "D" of the Cumberland Improvement Company's Northern Addition to Cumberland, Maryland the said piece or parcel of land having thereon the middle one-third of a brick dwelling, No. 837 Columbia Avenue, Cumberland, Maryland, and said piece or parcel of land being more particularly described as follows:

BEGINNING FOR THE SAME AT A POINT ON THE NORTHERLY SIDE OF Columbia Avenue, it being at the end of 16.47 feet on the first line of Lot No. 9 and running thence at right angles with Columbia Avenue passing through and with the center of a partition wall in the brick dwelling located on Lot No. 9 said wall separating the westerly one-third or part No. 839 from the part No. 837, North 21 degrees 15 minutes East 140 feet to a point on the southerly side of a twenty foot alley; thence with said alley, South 68 degrees 45 minutes East 15.61 feet; thence at right angles with said alley, through and with the center of a partition wall in said brick dwelling said partition wall separating the easterly one-third or part No. 835 from the part No. 837 South 21 degrees 15 minutes West 140 feet to a point on the northerly side of Columbia Avenue thence with Columbia Avenue, North 68 degrees 45 minutes West 15.61 feet to the place of beginning.

It being the same property which was conveyed to Pearl J. Metz (Widow) by Raymond Stoutamyer and Katherine M. Stoutamyer, his wife and the Liberty Trust Company, by deed dated September 22 1947 and recorded in Liber 217 folio 345 one of the Land Record of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Pearl J. Metz (Widow) her heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Two Hundred Fifty Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Pearl J. Metz (Widow)

may hold and possess the aforesaid property, upon paying in
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
 mortgage debt and interest thereon, the said Pearl J. Metz (Widow)

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
 interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
 gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
 payable, and these presents are hereby declared to be made in trust, and the said
Cumberland Savings Bank of Cumberland, Maryland, its successors

~~heirs, executors, administrators or assigns, or F. Brooke Whiting~~
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
 any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
 land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent. to the party selling or making said sale;
 secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
 been then matured or not; and as to the balance, to pay it over to the said

Pearl J. Metz (Widow) her heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said Pearl J. Metz (Widow)

further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 company or companies acceptable to the mortgagee or its successors
 assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Hundred Fifty and no/100 Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
 fires, to inure to the benefit of the mortgagee its successors ~~or assigns~~ or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or policies forth-
 with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
 the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Pearl J. Metz (Seal)
Ethel McCarty (Seal)
 (Seal)
 (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 14th day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Pearl J. Metz (Widow)

and acknowledged the foregoing mortgage to be her act and deed; and
 at the same time before me also personally appeared Marcus A. Naughton Vice President of the
Cumberland Savings Bank of Cumberland, Maryland
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further
 made oath in due form of law that he is the Vice President of the Cumberland Savings Bank of
WITNESS my hand and Notarial Seal the day and year aforesaid, Cumberland, Maryland and duly
 authorized to make this affidavit.
 (Notarial Seal) Ethel McCarty
 Notary Public

#####

Allen L. Reuschel et ux, Filed and Recorded December 15th 1949 at 11:35 A.M. Mortgage
 William S. Sheetz et ux

This Mortgage, Made this 14th day of December
 in the year Nineteen Hundred and Forty-nine, by and between
William S. Sheetz and Marjorie M. Sheetz, his wife,

of Allegany County, in the State of Maryland
 parties of the first part, and Allen L. Reuschel and Evelyn P. Reuschel his wife,

of Allegany County, in the State of Maryland
 parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto
 the said parties of the second part in the full and just sum of Five Hundred Dollars (\$500.00) and
 to secure the payment, together with the interest thereon, when and as the same may become due
 and payable, this mortgage is given. The Mortgages further agree to pay to said Mortgagees
 the sum of Ten Dollars (\$10.00) each and every month accounting from the first day of January,
 1950, to be applied on the principal sum of said mortgage debt, interest payments to be adjust-
 ed accordingly. This mortgage is written for a term of one year from its date and after the
 expiration of said year if not paid, the mortgage shall continue in force under the same terms
 and conditions as written until called by said Mortgagees, their heirs or assigns. It is
 understood and agreed between the parties to this mortgage that the principal sum of said mort-
 gage debt shall bear interest at the rate of four percent per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
 and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
 parties of second part, their

heirs and assigns, the following property, to-wit:

All that lot known as Lot No. "C" lying and being in the Sub-division of the Reuschel
 property in Mapleside, in Allegany County, Maryland, and more particularly described as follows:
 Lot "C": BEGINNING at a point on the Westerly side of Maple Street at its intersection with
 the Southerly side of Private Alley "A" said point being distant 111 feet measured in a Souther-
 ly direction along the Westerly side of said Maple Street, from the Southerly side of Anderson
 Street, and running thence with the Westerly side of said Maple Street, South 26 degrees 23
 minutes West 50 feet, thence at right angles thereto North 63 degrees 37 minutes West 100 feet
 to the Easterly side of Private Alley "B" and with it North 26 degrees 23 minutes East 50 feet
 to the Southerly side of Private Alley "A" and with it South 63 degrees 37 minutes East 100 feet
 to the beginning.

It being the same property conveyed by Allen L. Reuschel and Evelyn P. Reuschel his
 wife, to William S. Sheetz and Marjorie M. Sheetz, his wife, by deed dated the 14 day of December
 1949, and recorded among the Land Records of Allegany County, Maryland, prior to the recording
 of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described
 property and is a Purchase Money Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
 privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
 heirs, executors, administrators or assigns, do and shall pay to the said
 parties of the second part, their
 executors, administrators or assigns, the aforesaid sum of Five hundred dollars
 together with the interest thereon, as and when the same shall become due and payable, and in
 the meantime do and shall perform all the covenants herein on their part to be
 performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or George W. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Five hundred

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee's, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest	<u>William S. Sheetz</u>	(Seal)
	<u>Marjorie M. Sheetz</u>	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 14th day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William S. Sheetz and Marjorie M. Sheetz, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Allen L. Reuschel and Evelyn P. Reuschel, his wife,

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Gerald L. Harrison
Notary Public

I, M. Lipscomb et ux Filed and Recorded December 15th 1949 at 8:30A.M.
Farmers and Merchants Bank of Keyser, West Virginia

Mortgage

This Mortgage, Made this 8th day of December

in the year Nineteen Hundred and Forty Nine, by and between
I. M. Lipscomb and Lena J. Lipscomb, his wife,

of Allegany County County, in the State of Maryland
parties of the first part, and Farmers and Merchants Bank of Keyser, West Virginia
a corporation

of Mineral County, in the State of West Virginia
parties of the second part, WITNESSETH:

Whereas, I. M. Lipscomb and Lena J. Lipscomb, his wife, are indebted to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation as evidenced by a negotiable promissory note bearing even date herewith executed by I. M. Lipscomb and Lena J. Lipscomb, his wife, and payable on demand after date to the order of the said Farmers and Merchants Bank of Keyser, West Virginia, in the sum of Seventeen Hundred (\$1700.00) Dollars with interest, at its Banking House in Keyser, West Virginia.

This note is payable in monthly instalments of at least Twenty-five (\$25.00) Dollars each due on the 8th day of each month hereafter until the entire principal sum, with interest, has been paid.

Default in the payment of any one of said monthly instalments of Twenty-five (\$25.00) Dollars, when due, shall at once cause the entire principal sum of said note to become due and payable.

This is a purchase money mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said I. M. Lipscomb and Lena J. Lipscomb, his wife,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation or its

heirs and assigns, the following property, to-wit:

All that certain lot or parcel of ground lying and being in Allegany County, Maryland, situated on the southeasterly side of the McMullen Highway about five miles north of the Town of Keyser, West Virginia and being more particularly described as follows:

BEGINNING for the same on said side of McMullen Highway at a point North forty-four and one-fourth degrees East five and one-fourth poles from the beginning of all that tract or parcel of ground which was conveyed to E. M. Lipscomb and Alice O. Lipscomb his wife, by James R. VanPelt and wife by deed dated January 15, 1938, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 179, folio 508, and running thence with the remainder of the first line of said deed and with said Highway, North forty-four and one-fourth degrees East five and one-fourth poles to the end of the said first line and to a stone on the edge of said highway, and, thence, leaving said McMullen Highway, and crossing a field and with the second line of said original tract, South forty-three degrees thirty minutes East sixty-one poles to a set stone with a hickory pointer at the foot of Fort Hill; thence, with part of the third line of said deed, South forty-four and one-fourth degrees West five and one-fourth poles; thence running across said original whole tract and by a line parallel to thesecond line thereof, North forty-three degrees thirty minutes West sixty-one poles to the place of Beginning, and being the same real estate which was conveyed to the said I. M. Lipscomb and Lena J. Lipscomb, his wife, from E. M. Lipscomb and Alice O. Lipscomb, his wife, by deed dated the 19th day of August, 1940 and recorded among the Land Records for Allegany County, Maryland, in Liber No. 187 folio 557, Subject however, to the reservations and covenants contained in said deed, reference to said deed is hereby made for a more particular description of said real estate and the reservations contained therein.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said I. M. Lipscomb and Lena J. Lipscomb, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, or assigns, the aforesaid sum of Seventeen hundred (\$1700.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

I. M. Lipscomb and Lena J. Lipscomb, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

I. M. Lipscomb and Lena J. Lipscomb, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Farmers and Merchants Bank of Keyser, West Virginia, a corporation, or its

~~assigns, or~~ Lester Reynolds, its constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

I. M. Lipscomb and Lena J. Lipscomb, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ~~or~~ their representatives, heirs or assigns.

And the said I. M. Lipscomb and Lena J. Lipscomb, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventeen Hundred (\$1700.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, or its ~~assigns~~, to the extent of its ~~lien~~ or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest A. L. Matlick
A. L. Matlick

I. M. Lipscomb (Seal)
Lena J. Lipscomb (Seal)
(Seal)
(Seal)

WEST VIRGINIA

State of Maryland

MINERAL

Allegany County, to wit:

I hereby certify. That on this --- day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber a Notary Public of the State of ~~Maryland~~ West Virginia, in and for said County, personally appeared

I. M. Lipscomb and Lena J. Lipscomb, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George R. Davis, Cashier of Farmers and Merchants Bank of Keyser, West Virginia, a corporation the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My commission expires
My commission expires Jan. 7, 1953

C. B. Hott

Notary Public

John C. Metz

To Cumberland Savings Bank of Cumberland, Maryland.

Mortgage
(Stamps \$5.50)

This Mortgage, Made this 15th day of December

in the year Nineteen Hundred and Forty-nine

John C. Metz (Unmarried)

by and between

of Allegany County, in the State of Maryland

part y of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the laws of the State of Maryland,

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said John C. Metz (Unmarried) stands indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Five Thousand (\$5000.00) Dollars, payable one year after date, with interest from date at the rate of six per cent per annum, payable monthly as it accrues.

It is agreed by and between the parties hereto that the said party--of the first part shall make payments on said indebtedness in the amount of \$35.00 per month plus interest at the rate of six per cent per annum.

It is also covenanted and agreed by the mortgagors, parties hereto and fully understood by them that this mortgage shall at the option of the mortgagee, secure such further advances as provided for by Chapter 923 of the Public General Laws of Maryland passed at the January 1945 Session of the General Assembly and any amendments or supplement thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John C. Metz

do es give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

~~and~~ assigns, the following property, to-wit: All that lot, piece or parcel of land, situate lying and being on the Northerly side of Cumberland Street, in the City of Cumberland, Allegany County, Maryland, and which is described as follows, to wit:

BEGINNING for the same at appoint on the Northerly side of Cumberland Street at its intersection with the center line, extended Southerly of the nine inch brick division wall between houses formerly No. 28 and 30 Cumberland Street, said point being distant 55.05 feet measured in a westerly direction along the Northerly side of said Cumberland Street from the westerly side of Wallace Street, and running thence with the Northerly side of said Cumberland Street North 77 degrees 34 minutes West 20.35 feet to the end of the first line of the lot conveyed by the Cumberland Improvement Company to Nancy Wharton by deed dated June 21, 1901, and recorded in Liber No. 88 folio 606, one of the Land Records of Allegany County, Maryland; and running thence with the second and third lines of said lot, as corrected, North 12 degrees 26 minutes East 80 feet; North 77 degrees 34 minutes West 25 feet to the Easterly side of Cedar Alley; and with it, North 12 degrees 26 minutes East 16 feet; thence South 77 degrees 34 minutes East 54.35 feet to intersect the center line, extended Northerly, of the aforesaid nine inch brick division wall; thence reversing said intersecting line and with the center line of said nine inch brick division wall, and the same extended, South 12 degrees 26 minutes West 96 feet to the place of beginning.

It being the same property which was conveyed to John C. Metz by George Lee Hinkle (Unmarried) by deed dated the 12th day of September, 1944, and recorded in Liber 201 folio 370 one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John C. Metz, his heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Five Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and if the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Compared and attested
To City of Allegany
Dec 27 1949

And it is Agreed that until default be made in the premises, the said
John C. Metz

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
John C. Metz

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Cumberland Savings Bank of Cumberland, Maryland its successors

and assigns, or F. Brooke Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time hereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

John C. Metz his heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said John C. Metz further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors
assigns, the improvements on the hereby mortgaged land to the amount of at least
Five Thousand Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor Cumberland, Maryland, March 20, 1950
Attest For value received, the Cumberland Savings Bank of Cumberland, Md. hereby
release the within and foregoing mortgage. In witness whereof the Cumberland
Savings Bank of Cumberland, Md. has caused these presents to be signed by its
Vice President and its corporate seal hereto affixed, attested by the signature
of its Cashier, this 20th day of March, 1950
Attest: John L. Conway, Cashier, Cumberland Savings Bank Cumberland, Maryland
State of Maryland, by Marcus A. Naughton, Vice Pres.
CARROLL
Allegany County, to wit: 3/21/50

I hereby certify, That on this 12th day of December

in the year nineteen hundred and Forty-nine, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
John C. Metz (Unmarried)

and acknowledged the foregoing mortgage to be his act and deed; and

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Ada P. Franklin

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:
I hereby certify that on this 15th day of December, 1949 before me the subscriber, a
Notary Public of the State of Maryland, in and for Allegany County, personally appeared
Marcus A. Naughton, Vice President of the Cumberland Savings Bank of Cumberland, Maryland,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and the said Marcus A. Naughton further
made oath that he is the Vice President of the Cumberland Savings Bank of Cumberland, Mary-
land and duly authorized to make this affidavit.
Witness my hand and Notarial Seal the day and year first above written.
(Notarial Seal) Ethel McCarty, Notary Public.

L. N. Maphis et ux Filed and Recorded December 15 1949 at 3:30 P.M. Mortgage

Otto Droege et ux
This Mortgage, Made this 12th day of December
PURCHASE MONEY in the year Nineteen Hundred and Forty nine, by and between

L. N. Maphis and Leota Maphis, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Otto Droege and Artie Elizabeth Droege, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted unto the parties of the
second part in the full and just sum of Three Thousand One Hundred (\$3,100.00) Dollars, this
day loaned the parties of the first part by the parties of the second part, which principal
sum with interest at 5% per annum is to be repaid by the parties of the first part to the
parties of the second part in payments of Forty (\$40.00) Dollars per month, payable on the 1st
day of each and every month hereafter, said payments to be applied first to the interest and
the balance to the principal until the amount of principal and interest is fully paid.

Now Therefore, in consideration of the promises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said L. N. Maphis and Leota Maphis, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Otto Droege and Artie Elizabeth Droege, his wife, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated
on the westerly side of Maryland Ave., in the City of Cumberland, Maryland, and known as No. 619
Maryland Ave., and more particularly described as follows:

BEGINNING for the same at a point on the westerly side of Maryland Ave., said point
being distant N 25 degrees E (corrected bearing) 23.4 feet from the end of the first line of
the deed from Austin A. Wilson, et ux to Hugh J. Walker dated October 15th, 1910 and recorded
among the Land Records of Allegany County in Liber No. 106, folio 702, and running thence with
said Avenue N 25 degrees E (corrected bearing) 19.6 feet to a point in the center of the parti-
tion wall between No. 619 and No. 617 Maryland Ave., thence in a line through the center of
said partition wall and continuing past same N 65 degrees W 100 feet to Walnut Alley, thence
with said Alley S 25 degrees W 19.6 feet to a point in line with the center of the partition
wall between No. 621 and No. 619 Maryland Ave., thence with said line S 65 degrees E 100 feet
through the center of said partition wall to the point of beginning.

IT BEING THE SAME PROPERTY which was conveyed to the parties of the first part by the
parties of the second part, by a deed dated the 12th day of December, 1949, and to be recorded
among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executors, administrators or assigns, the aforesaid sum of Three Thousand One Hundred
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Compared and sealed
To Note 2 in book 106
At 2719-49

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Otto Droega and Artie Elizabeth Droega, his wife, their

heirs, executors, administrators and assigns, or William L. Wilson Jr. at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand One Hundred (\$3,100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Wm. L. Wilson Jr.

L. N. Maphis (Seal)

Leota Maphis (Seal)

(Seal)

(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 12th day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared L. N. Maphis and Leota Maphis his wife,

and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Otto Droega and Artie Elizabeth Droega his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William L. Wilson Jr.

Notary Public

Charles M. Little et ux Filed and Recorded December 17th 1949 at 11:15 A.M. Mortgage
To Richard H. Rexroad

This Mortgage, Made this 14th day of December in the year Nineteen Hundred and Forty Nine, by and between Charles M. Little and Emogene Mae Little, his wife of William's Road of Allegany County, in the State of Maryland part 1st of the first part, and Richard H. Rexroad of Allegany County, in the State of Maryland part 2 of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said party of the second part in the full and just sum of fifteen hundred dollars (\$1500.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part of even date herewith for the sum of fifteen hundred dollars (\$1500.00) payable one year after date to the said party of the second part, the said parties of the first part, agreeing to pay and make monthly payments of not less than One hundred and twentyfive dollars (\$125.00) each month from date on account of the principal indebtedness together with interest at six per centum per annum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit: All that piece or parcel of ground situated in Election District No. 16 of Allegany County, Maryland, near the Williams Road, and more particularly described as follows. Beginning at stake in a wire fence line at the end of twelve feet on the fifth line of the whole tract or parcel of land which was conveyed by Stanley Logsdon and Margaret Logsdon, his wife, to Charles H. Little and wife, by deed dated January 12th, 1942 and recorded in Liber No. 192, Folio 422 one of the Land Records of Allegany County, Maryland and reversing said part of said fifth line corrected to true meridian course and by horizontal measurement South 57 3/4 degrees East 12 feet to a corner post of the aforesaid wire fence; thence reversing the fourth line of said parcel, corrected South 42 1/2 degrees East 54 1/2 feet to a large Sugar Tree on the lower side of an old private road; thence by an old fence South 43 degrees West 100 feet; thence by two new division lines North 42 1/2 degrees West 560 feet to a stake in the road which leads to the dwelling house of Charles H. Little and wife; thence by the center of said road North 28 degrees East 100 feet to the beginning. Being the same piece and parcel of Land conveyed unto the said parties of the first part by Charles H. Little and Mary A. Little his wife, by deed bearing date the 10th day of December 1949 and intended to be recorded among the land records of Allegany County, Maryland, before this instrument.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of fifteen hundred dollars (\$1500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Dec 27 1949
To: Mr. Rexroad
By: Mr. Wilson Jr.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Estel C. Kelley his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor & their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred (\$1500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor &.

Attest Mabel Boor Charles M. Little (Seal)
Mabel Boor Emogene Mae Little (Seal)
(Seal)
(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 14th day of December

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles M. Little and Emogene Mae Little

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Richard H. Rexroad

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Mabel Boor
Notary Public

#####

Sylvia R. Keller

Edward J. Ryan

Filed and Recorded December 16th 1949 at 11:00 AM

Mortgage
(Stamps \$5.55)

This Mortgage, Made this 13th day of December

in the year Nineteen Hundred and Forty Nine, by and between Sylvia R. Keller

of Allegany County, in the State of Maryland

part y of the first part, and

Edward J. Ryan

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Five Hundred Dollars, (\$500.00) which said sum the party of the first part promises to pay to the order of the party of the second part One (1) year after date, with interest thereon at the rate of Six Per Centum (6%) Per annum, payable semi-annually, with the right of the party of the first part to make payment of any amount upon the principal indebtedness at any interest period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that certain lot or parcel of ground, known as Lot No. 36 in Platt's Addition to Cumberland, and situated and lying on Hanover Street, in the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same on the Northwestern side of Hanover Street at the division between Lots Nos. 35 and 36 in said Addition, said beginning point being also distant South 28 degrees 7 minutes West 25 feet from the Northeastly corner of the brick house No. 16 Hanover Street, located on Lot No. 35 in said Addition, and running thence with the Northwestern side of said Hanover Street, South 28 degrees 7 minutes West 25 feet; thence at right angles to said Hanover Street, North 61 degrees 15 minutes West 90 feet; thence North 28 degrees 7 minutes East 25 feet to said Lot No. 35; and with it, South 61 degrees 15 minutes East 90 feet to the place of beginning.

IT BEING the same property which was conveyed unto the said Sylvia R. Keller, by Elizabeth Hast Crawford, widow, by deed dated the 24th day of October, 1949, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part his heirs, executor, administrator or assigns, the aforesaid sum of Five Hundred Dollars (\$500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Hundred Dollars (\$500.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

William L. Wilson Jr.

Sylvia R. Keller

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 13th day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Sylvia R. Keller

and did acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared Edward J. Ryan

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William L. Wilson Jr.

Notary Public

Thomas S. Clark et ux Filed and Recorded December 16th 1949 at 11:10 A.M. Mortgage
The Citizens National Bank of Westernport, Maryland (Stamps \$1.10)

This Mortgage, Made this twelfth day of December

in the year Nineteen Hundred and forty-nine, by and between Thomas S. Clark and Sarah H. Clark, husband and wife, of Allegany County, Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation organized under the national banking laws of The United States of America,

of Westernport, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of one thousand dollars for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part, in the sum of one thousand dollars (\$1000.00) at The Citizens National Bank of Westernport, Maryland, and Whereas, it was understood and agreed prior to the making of said loan and the giving of said note, that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that certain real estate lying and being in Allegany County, Maryland, containing 19 acres, more or less, not far from the town of Westernport, and known as Covefield, which was conveyed unto the said Thomas S. Clark, by deed from Jefferson Clark, et al, dated March 7, 1925, and recorded among the Land records of Allegany County, Maryland, in Liber No. 150 Folio 247. To which deed so recorded a reference is hereby specially made for a particular description by metes and bounds of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One thousand dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. Wilson post. Dec 16 1949

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Horace P. Whitworth, its heirs or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors and assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest
Charles J. Laughlin
Thomas S. Clark (Seal)
Sarah H. Clark (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twelfth day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas S. Clark and Sarah H. Clark, husband and wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Howard C. Dixon, Agent and President of The Citizens National Bank of Westernport, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and he is the agent and the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles J. Laughlin

Notary Public

For Value Received, The Citizens National Bank of Westernport, Maryland, does hereby release the within mortgage given to it by Thomas S. Clark and Sarah H. Clark, his wife. Witness the corporate name and seal of the said mortgagee hereunto subscribed this day of April, 1950

Attest: Charles J. Laughlin
The Citizens National Bank of Westernport, Maryland.
By Howard C. Dixon
President.

(Corporate Seal)

5/2/50

Edward H. Borgman
To
Annie M. Borgman
Filed and Recorded December 16th 1949 at 3:00 P.M.

Mortgage
(Stamps \$.55)

This Mortgage, Made this --- day of December
in the year Nineteen Hundred and Forty-nine
Edward H. Borgman
of Allegany County, in the State of Maryland
part Y of the first part, and Annie M. Borgman
of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the said Edward H. Borgman stands indebted to the said Annie M. Borgman in the full and just sum of Six Hundred Dollars with interest at three percent per annum, the said principal and interest to be paid at the rate of not less than Twenty-five Dollars each month until fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edward H. Borgman

does give, grant, bargain and sell, convey, release and confirm unto the said Annie M. Borgman her

heirs and assigns, the following property, to-wit:
All those two adjacent pieces or parcels of land situated, lying and being at the intersection of the westerly side of Jeanette Street, with the northerly side of Fifth Avenue, in an addition near Cresaptown Allegany County, Maryland, known as "Section A. Amended Cellulose City" a plat of which is recorded in Case Box 9 among the land records of Allegany County, Maryland, and particularly described as a whole as follows:
BEGINNING for the same at the intersection of the Westerly Side of Jeanette Street, with the Northerly side of Fifth Avenue, and running thence with said side of Jeanette Street, North 00 degrees, fifteen minutes East ninety-seven and six tenths feet; thence in a Westerly direction a distance of fifty feet to intersect with the Northeasterly corner of Lot No. 256, 257, in said addition; thence in a southerly direction and along the rear lines of Lots Nos. 256, 257, 258, and 259 in said addition with the Northerly side of Fifth Avenue; thence with said side of Fifth Avenue, in a Easterly direction fifty feet to the place of beginning.
Also all that lot or parcel of ground situated in Cellulose Addition, Allegany County, Maryland, and more particularly described as follows, to wit:
BEGINNING for the same at a point on the Easterly side of Winchester Avenue, said point being at the end of forty-eight and eight tenths feet on the first line of the deed from Jacob Gross to Joseph E. Shook and Bulah R. Shook, his wife, dated June 14, 1919, and recorded in Liber No. 13, Folio 716, one of the land records of Allegany County, Maryland and running thence with the rest of said first line and Easterly side of Winchester Avenue, South 00 degrees, fifteen minutes, West forty-eight and eight tenths feet to its intersection with the Northerly side of Fifth Avenue, then with the Northerly side of said Avenue, North eighty-eight degrees, forty-four minutes, East one hundred and eighteen feet; then North 00 degrees fifteen minutes East forty-eight and eight tenths feet, to the place of beginning.
Being the same property conveyed by Edwin M. Horchler, Trustee, to Edward H. Borgman, by deed dated day of December, 1949 and to be recorded among the land records of Allegany County, of even date herewith.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Edward H. Borgman his heirs, executors, administrators or assigns, do and shall pay to the said Annie M. Borgman her executor, administrator or assigns, the aforesaid sum of Six Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Edward H. Borgman

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Edward H. Borgman

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Annie M. Borgman her

heirs, executors, administrators and assigns, or Edwin M. Horschler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Edward H. Borgman his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said Edward H. Borgman

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least Six Hundred Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Edward H. Borgman (Seal)

Julia W. Jackson

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 16th day of December

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Edward H. Borgman

and he acknowledged the foregoing mortgage to be his not and deed; and at the same time before me also personally appeared Annie M. Borgman

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Julia W. Jackson

Notary Public

William E. Kines et ux Filed and Recorded December 19th 1949 at 1:20 P.M. Mortgage

Millard F. Boden

This Mortgage, Made this 4th day of November

PURCHASE MONEY in the year Nineteen Hundred and Forty-Nine, by and between William E. Kines and Maude M. Kines, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Millard F. Boden (Senior)

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Sixteen hundred (\$1,600.00) Dollars, this day loaned to the parties of the first part by the party of the second part, being the balance due on the purchase price of the property herein, which by deed of even date was conveyed to the parties of the first part by the party of the second part and which principal sum is to be paid by the parties of the first part to the party of the second part in payments of not less than Ninety (\$90.00) Dollars every three months from the date hereof, together with interest at 5% per annum; said interest, however, is waived for the period of the first fifteen (15) months of this mortgage, interest to begin on balances due at the end of fifteen (15) months from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All those tracts or parcels of land which by deed of even date, to be recorded with the recording of this mortgage, were conveyed by the party of the second part to the parties of the first part, reference to which deed is hereby made for a particular description of the land herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Sixteen Hundred (\$1,600.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To Judge Burgess
Dec 27 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or William M. Somerville his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor -- representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Hundred (\$1,600.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Wm. M. Somerville

William E. Kines

(Seal)

Maude M. Kines

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this 4th day of November

in the year nineteen hundred and forty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William E. Kines and Maude M. Kines, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Millard F. Boden

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Mabel Boor

Notary Public

Kenneth T. Hager et ux Filed and Recorded December 20th 1949 at 2:30 P.M. Mortgage
The Real Estate and Building Company of Cumberland, Maryland

This Mortgage,

Made this 20th day of December

in the year Nineteen Hundred and forty nine

Kenneth T. Hager and Margery M. Hager his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Real Estate and Building Company of Cumberland, Maryland, a corporation of the State of Maryland,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the party of the second part in the full and just sum of Eight Thousand (\$8,000.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before eight years after date with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than \$165.00 for the first year, and thereafter for the following seven years in monthly payments on the principal and interest of not less than \$95.00 interest to be calculated each month on the principal due at the beginning of said month and each monthly payment to be applied first to interest and then to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that lot or parcel of ground situated and lying at the Northeastern corner of George and Harrison Streets, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

Beginning at the intersection of the Eastern edge of George Street and the Northern side of Harrison Street, and running thence with Harrison Street eastwardly 30 feet; then running in a Northerly direction parallel with and 30 feet distant from George Street, 45 feet to the second line of the property of Gerrit Smith as described and conveyed in the deed from The Cumberland Improvement Company dated March 19, 1903, and recorded among the Land Records of Allegany County, in Liber No. 91 folio 720; then with part of said second line reversed in a westerly direction 30 feet to George Street; then with George Street 45 feet in a Southerly direction to Harrison Street to the place of beginning.

Being the same property conveyed by Selma P. Beall and Robert E. Beall, her husband, to the said Kenneth T. Hager and Margery M. Hager, his wife by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eight Thousand Dollars (\$8,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Wilbur V. Wilson, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least eight thousand (\$8,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest J. H. Holzshu
J. H. Holzshu

Kenneth T. Hager (Seal)
Margery M. Hager (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this -- day of December

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Kenneth T. Hager and Margery M. Hager his wife,

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles G. Holzshu, President of

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the President of said mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

J. Henry Holzshu
Notary Public

Ralph D. Broadrup et al Filed and Recorded December 20th 1949 at 11:55 A.M. Mortgage

D. Ferd Deal

This Mortgage. Made this 20th day of December

PURCHASE MONEY in the year Nineteen Hundred and Forty-Nine, by and between

Ralph D. Broadrup (widower) Olive J. Lathrum and R. Kirk Lathrum, her husband

of Allegany County, in the State of Maryland
parties of the first part, and D. Ferd Deal

of Bedford County, in the State of Pennsylvania
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Four Thousand, Three Hundred, Thirty-Three and 33/100 (\$4,333.33) this day loaned the parties of the first part by the party of the second part on account of the purchase price of the property herein described and conveyed; said principal sum to be repaid at the end of one (1) year from the date hereof, together with interest at 5% per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground in Allegany County, Maryland, in the City of Cumberland, in what is known as the Southern Addition to Cumberland Improvement and Investment Company, known as Lot Number Twelve (12) and more particularly described as follows: LOT NUMBER TWELVE (12) begins on the East side of Virginia Avenue, at the end of the first line of Lot Number Eleven (11) and running thence with said Avenue, South Eighteen (18) degrees and thirty-four (34) minutes West, Forty-two and one-half (42 1/2) feet; thence parallel with Second Street, South Seventy-One (71) degrees Twenty-six (26) minutes East One Hundred Sixteen and five-twelfths (116-5/12) feet to Flora Alley; then with the West side of said Alley North Eighteen (18) degrees Thirty-four (34) minutes East Forty-two and one-half (42 1/2) feet to the end of the second line of Lot Number Eleven (11) thence reversing said line North Seventy-one (71) degrees and Twenty-six (26) minutes West One Hundred Sixteen and five-twelfths (116-5/12) feet to the beginning.

BEING the same property which by deed dated November 30, 1949, was conveyed to Ralph D. Broadrup and Olive J. Lathrum by William M. Somerville, Assignee, and which is to be recorded among the Land Records of Allegany County, Maryland, with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs, executor, administrator or assigns, the aforesaid sum of Four Thousand, Three Hundred, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or William M. Somerville at his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Wm. Somerville
as to all parties

Ralph D. Broadrup (Seal)
Olive J. Lathrum (Seal)
R. Kirk Lathrum (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this 20th day of December

in the year nineteen hundred and forty- nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ralph D Broadrup Olive J. Lathrum and R. Kirk Lathrum, her husband

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared D. Ford Deal

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Nabel Boor

Notary Public

Walter E. Fazenbaker et ux Filed and Recorded December 21st 1949 at 2:30 P.M. Mortgage
Donald P. Whitworth et

This Mortgage.

Made this Fifteenth day of December
PURCHASE MONEY
in the year Nineteen Hundred and Forty Nine

by and between
Walter E. Fazenbaker and Lola G. Fazenbaker his wife

of Allegany County, in the State of Maryland

parties of the first part, and Donald P. Whitworth and Anna Lee Whitworth, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the sum of Thirty Four Hundred Dollars (\$3,400.00) as evidenced by the Promissory Note of the said parties of the first part of even date herewith, payable On Demand unto the order of the said parties of the second part the sum of Thirty Four Hundred Dollars (\$3,400.00) with interest at the rate of Six (6%) per cent per annum, and

WHEREAS, the said parties of the first part hereby agreed to execute this Mortgage for the security of the aforesaid note, and further agree that they will pay in the reduction of the said Note the sum of at least Thirty Five Dollars (\$35.00) per month including the aforesaid interest, and

WHEREAS, the aforesaid borrowed money is for the purchase price of the hereinafter described real estate and therefore this is a Purchase Money Mortgage

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All of the following described real estate situated in the Town of Westernport, in Allegany County, Maryland, as all of that land out on the plat of the Westernport Real Estate and Improvement Company of Westernport, Maryland, improved by House No. 328, on the South West side of Maryland Avenue, beginning for the same at the North West corner of the intersection of Maryland Avenue and Second Streets in said Town; thence leaving Maryland Avenue and running along the North West side of Second Street, South forty six (46) degrees forty (40) minutes West one hundred (100) feet to a ten (10) foot alley; thence running along the North East side of said alley, North forty three (43) degrees forty (40) minutes West thirty two (32) feet six (6) inches to a point; thence running along the dividing line and partition of House No. 328, and House No. 326 North forty six (46) degrees forty (40) minutes East one hundred (100) feet to the South West side of Maryland Avenue; thence running along the South West side of Maryland Avenue South forty three (43) degrees forty (40) minutes East thirty two (32) feet six (6) inches to the place of beginning.

Being part of the same property as conveyed unto the said West Virginia Pulp and Paper Company by the Westernport Real Estate and Improvement Company, a Corporation by deed dated November 3, 1918, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 125, Folio 493. --and being also the same property as conveyed unto the said parties of the first part herein by the West Virginia Pulp and Paper Company, by deed dated December 6, 1949, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Thirty Four Hundred Dollars (\$3,400.00) together with the interest thereon, as and when the same shall become due and payable; and if the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To: H. A. Taylor
Dec 21, 1949

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty Four Hundred--00/100

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Horace P. Whitworth Jr.

Walter E. Fazenbaker (Seal)

Lola G. Fazenbaker (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Fifteenth day of December

in the year nineteen hundred and Forty Nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Walter E. Fazenbaker and Lola G. Fazenbaker his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Donald P. Whitworth and Anna Lee Whitworth

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan

Notary Public
